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SECOND ANNUAL REPORT

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Board of Railroad Commissioners

OF THE

State of Montana

From September 1, 1908

To November 30, 1909



"INDEPENDENT PUBLISHING COMPANY, HELENA, MONTANA."



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Helena, Montana, Nov. 30, 1909.

To His Excellency, HON. EDWIN L. NORRIS,
Governor of the State of Montana.

As required by law, we have the honor to submit our Annual Report, containing an account of all matters pertaining to this office, from Sept. 1, 1908 to Nov. 30, 1909, covering a period of fifteen months, owing to our first annual report concluding with Aug. 31, 1908.

Respectfully,

THE BOARD OF RAIROAD COMMIS-
SIONERS OF THE STATE OF MON-
TANA.

E. A. MORLEY, Chairman,
B. T. STANTON,
DAN BOYLE,

Commissioners.

R. F. McLAREN, Secretary.

PREFACE.

In presenting this report the Commission desires to explain to its readers that it has endeavored to publish herein, only such matters as will be of general interest; omitting protracted detail of statistics or other data which are contained in other publications, and which would require to here assemble a great deal of space and would necessarily curtail other subjects in which the people of the state are, we believe, more interested.

All petitions, investigations, complaints, or other proceedings before the Board, not fully disposed of on the 30th day of November, 1909, have not been mentioned in this report, but are carried over and will be included in Annual Report for 1910.

This book will be mailed to any one free upon application to the Commission.

TABLE OF CONTENTS

	Pages
PART I, Legal	1 to 32
PART II, Findings, Regulations and Orders	33 to 96
PART III, Petitions and Complaints	97 to 157
PART IV, Train Accidents and Personal Injuries.....	159 to 171
PART V, Rules of Practice	173 to 183
PART VI, Annual Reports of Railroads	185 to 211
PART VII, Miscellaneous	213 to 277

For Index see Page 278.



Lake McDonald in the Proposed Glacier National Park. On the Line of the Great Northern Railway.

Part I.
LEGAL.

SESSION LAWS OF 1909

Effecting Railroads.

CHAPTER 18.

"An Act requiring any person, Railway Corporation or Company, operating a line of railway in the State of Montana, to equip its locomotive engines with electric headlights of not less than 1,500 candle power without the aid of a reflector, or other headlights of not less than 1,500 candle power without the aid of a reflector, and providing a penalty for the violation of this Act.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY
OF THE STATE OF MONTANA:

Section 1. It shall be the duty of any person, corporation or company operating any railroad or railway in this state, within one year after the passage of this act, to equip all locomotive engines used in the transportation of trains over said railroad or railway with electric headlights of not less than fifteen hundred (1,500) candle power measured without the aid of a reflector, or other headlights of not less than fifteen hundred (1,500) candle power measured without the aid of a reflector. Provided, that this act shall not apply to locomotive engines regularly used in the switching of trains.

Section 2. Any person, corporation or company operating any railroad or railway in this State violating the provisions of Section 1 of this act shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than one hundred (\$100.00) dollars nor more than one thousand (\$1,000.00) dollars for each offense.

Section 3. All acts and parts of acts in conflict with the provisions of this act are hereby repealed.

Approved Feb. 16, 1909.

CHAPTER 40.

An Act to prevent Discrimination by Surety Companies.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY
OF THE STATE OF MONTANA:

Section 1. It is hereby made the duty of all Surety Companies not organized under the laws of the State of Montana, but authorized to transact business therein, and doing business in said State, to provide all necessary bonds or undertakings for all residents of said State who shall make application therefor, and to furnish all such bonds or undertakings to all such applicants upon the same terms and conditions and without discrimination.

Section 2. In case of the refusal of any such company to provide or furnish any applicant with a bond or undertaking, the applicant may file in the District Court of the county of his residence a petition setting forth the facts and praying that such Company be required to provide or furnish the bond or undertaking required; whereupon the Judge of said Court shall issue a citation to such Company commanding it to show cause, at a time and place to be named in the citation, why it does not provide or furnish such bond or undertaking. At the time designated in the citation for answering the same, the said Judge shall proceed summarily to hear the petition. If it shall appear that the refusal was made in good faith and for good and sufficient reasons, and that a written statement of such reasons had been theretofore furnished to said applicant as hereinbefore required, the petition shall be dismissed; but if the said Company shall fail to establish that its refusal was in good faith, and for good and sufficient reasons, judgment shall be rendered against it, commanding it to furnish or provide such bond, within a time to be fixed by the judgment.

Section 3. Should any such Company fail to comply with any such judgment, its right to transact business in Montana shall thereupon cease, and an order shall be entered in the said proceedings, after notice to it, adjudging its right so to transact business in Montana to be forfeited and commanding it to desist and refrain from transacting any business in the State, or from soliciting any such business without it, which order may be enforced in the same manner as injunctions generally; a certified copy of such order shall forthwith, on the entry of the same, be transmitted by the Clerk of the District Court in

which said proceedings are had, to the State Auditor who shall file the same in his office and immediately revoke the license of the said Company and thereafter any person, association or corporation which may exact or require of any person, or make it a condition of employment, or the retention of employment, that he make or execute any bond or undertaking with such Company as surety shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than one hundred dollars, (\$100) nor more than one thousand dollars, (\$1,000) provided, however, nothing herein shall be so construed as to deprive either party to such proceedings of the right of trial of any question of fact therein, by a jury.

Section 4. The provisions of the Code of Civil Procedure shall be applicable to the proceedings authorized by this act except as herein provided, and except that an appeal from either the judgment or order in such action may be taken by the petitioner of the Surety Company to the Supreme Court, but such appeal must be taken within sixty days after the same shall have been entered.

Section 5. All Acts and parts of Acts in conflict herewith are hereby repealed.

Section 6. This Act shall be in full force and effect from and after its passage and approval by the Governor.

Approved March 1, 1909.

CHAPTER 95.

"An Act to provide for the Medical Aid and Assistance for Injuries received by Railroad Trainmen or Employees of Railroads during the course of their employment, and providing for the payment thereof."

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY
OF THE STATE OF MONTANA:

Section 1. In cases of injuries to or received by any Railroad trainmen or employee of any Railroad doing business in this State, which said injuries shall have been received during the regular course of employment of said Railroad trainmen or employee, any one of said Railroad trainmen or employee shall have the right, and is hereby empowered and given authority to call upon and retain the services of the nearest practicing physician or surgeon to care for and treat any such injured

trainmen or employee, during and until such time as one of the regularly employed and paid physician or surgeon of such Railroad corporation can and is able to treat and care for said Railroad trainmen or employee.

Section 2. In cases where the services of any physician or surgeon other than the regularly employed physician or surgeon of the Railroad corporation are retained and hired as provided in Section 1, of this Act, such physician or surgeon shall be compensated and paid a reasonable fee for such services performed by him as provided in Section 1 of this Act.

Section 3. If any Railroad corporation refuses or neglects to pay for the services of any such physician as hereinbefore provided for within a reasonable time after such physician and surgeon has rendered the services therefor, such Railroad corporation shall be guilty of a misdemeanor.

Section 4. All acts or parts of acts in conflict herewith are hereby repealed.

Section 5. This Act shall be in full force and effect from and after its passage and approval by the Governor.

Approved March 6, 1909.

CHAPTER 97.

"An Act relating to Trusts, Monopolies and Unlawful Contracts and Combinations in Restraint of Trade, Commerce, and Transportation Facilities and fixing the punishment for infractions of the provisions thereof."

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY
OF THE STATE OF MONTANA:

Section 1. Every person, corporation, stock company or association of persons in this state, who, directly or indirectly, combine or form what is known as a trust, or make any contract with any person or persons, corporation or stock companies, foreign or domestic, through their stockholders, directors, officers, or in any manner whatever, for the purpose of fixing the price or regulating the production of any article of commerce—"The phrase 'articles of commerce' as herein employed shall and does include not only those articles which are generally, popularly and legally known as articles of commerce, but also gas, water, waterpower, electric light and electric power for whatever purpose used or employed"—or of the product

of the soil for consumption by the people, or to create or carry out any restriction in trade, to limit productions, or increase or reduce the price of merchandise or commodities, or to prevent competition in merchandise or commodities, or to fix a standard or figure whereby the price of any article of merchandise, commerce or product, intended for sale, use or consumption, will be in any way controlled, or to create a monopoly in the manufacture, sale or transportation of any such article or to enter into an obligation by which they shall bind others or themselves not to manufacture, sell, or transport any such articles below a common standard or figure or by which they agree to keep such article or transportation at a fixed or graduated figure, or by which they settle the price of such article, so as to preclude unrestricted competition, is punishable by imprisonment in the county jail for a period not less than twenty-four hours, or more than one year, or by fine not exceeding twenty-five thousand dollars, or both.

Section 2. The provisions of this Act do not apply to any arrangements, agreement, or combination between laborers, made with the object of lessening the number of hours of labor or increasing wages.

Section 3. No person shall be excused from testifying in any prosecution brought pursuant to the provisions of this Act, but no person testifying for the prosecution shall be punished or prosecuted in any manner whatsoever for any act committed by him personally, as to which he is called upon to testify in a prosecution against any person or corporation, stock company or association.

Section 4. All Acts and parts of Acts in conflict herewith are hereby repealed.

Section 5. This Act shall be in full force and effect from and after its passage and approval.

Approved March 6, 1909.

CHAPTER 105.

"An Act to require Railway Corporations, Operators, Agents or person in charge of Railroad, Telegraph or Telephone Stations to report delayed trains, prescribing the method thereof, and providing penalties."

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY
OF THE STATE OF MONTANA:

Section 1. All railway corporations operating in the State of Montana upon the arrival of all passenger trains, at the first open telegraph or telephone station within the state shall report by telegraph or telephone stations within the State of Montana, at least four hours in advance of said train, to all stations on the route thereof at which said train is scheduled to stop, and to all railway telegraph or telephone stations located on branch lines over which there is a regular train carrying passengers, and which is scheduled to connect with the train first above referred to, whether the train is on time or late, and if the latter, the number of hours and minutes the said train is behind its advertised schedule.

Section 2. No further report will be required relative to such train unless it shall gain time or shall become later than first reported, to the extent of thirty minutes, in which event every such additional thirty minutes delayed or make up in time, must be reported to stations ahead at which such train is scheduled to stop, either by telegraph or by telephone, at least five hours in advance of the arrival time of said train.

Section 3. Every operator, agent or person in charge of any telegraph or telephone station shall post a notice in a conspicuous place in the station or waiting room showing such report on any such train, and when such station is connected by telephone with the central exchange in any town or city, he or she shall promptly notify such central exchange if the train is on time, or if late, the extent of loss of time.

Section 4. Any railway or railroad corporation, operator, agent or person in charge of the telegraph or telephone station who shall fail, neglect or refuse to post said notice correctly, or advise such central exchange shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be fined for each offense not less than twenty-five and not more than two hundred dollars.

Section 5. All Acts and parts of Acts in conflict herewith are hereby repealed.

Section 6. This Act shall be in full force and effect from and after its passage and approval.

Approved March 6, 1909.

CHAPTER 109.

"An Act to make Foreign Corporations and Joint Stock Companies Corporations and Joint Stock Companies of this State for purposes of jurisdiction and to make the stocks and shares of such Corporations and Joint Stock Companies subject to attachment the same as the Stocks and shares of Domestic Corporations are now subject to attachment under the laws of this State."

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF THE STATE OF MONTANA:

Section 1. All foreign corporations or joint stock companies, except foreign insurance companies and corporations otherwise provided for, organized under the laws of any other state or territory of the United States, or, of the United States, or of any foreign government, and doing business in this state, or, which may hereafter engage in business in this State, shall be deemed and taken to be corporations of this State for purposes of jurisdiction and, shall be subject to the jurisdiction of the Courts of this State, and may sue and be sued therein in the mode and manner that is, or may be by law directed in the case of corporations created or organized under the laws of this State.

Section 2. The stock or shares of such foreign corporations and joint stock companies, doing business in this State shall be subject to attachment in the same manner as now provided by law in the case of domestic corporations.

Section 3. All acts and parts of acts in conflict with this Act are hereby repealed.

Section 4. This Act shall take effect from and after its passage and approval.

Approved March 8, 1909.

CHAPTER 134.

"An Act to authorize Public Administrators to require statements from persons and corporations having in their possession or control, money or other personal property, belonging to Deceased Persons, and to collect the same and summarily settle estates where the value thereof is less than two hundred (\$200.00) dollars.

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY
OF THE STATE OF MONTANA:

Section 1. Whenever any person dies in any county of this State, and no administrator has been appointed to take charge of his estate, the public administrator of such county prior to the issuance of letters of administration to him, shall have authority to make a written demand upon any person, firm, bank or corporation, which he believes holds or has in their possession or control any money, evidence of indebtedness, or other personal property, or which owes to such deceased person, any money, to furnish him a written statement, under oath, showing the amount of money, or the evidence of indebtedness, or personal property of such deceased person held by them, fully describing the same, and the total sums of money, if any, due from them to such deceased person. Upon receipt of such written demand the person, firm, bank or corporation receiving the same shall immediately furnish, under oath, to such public administrator said statement.

Section 2. Any person, firm, bank or corporation, or officer, agent or employee thereof refusing upon demand, to furnish the statement, as required by Section 1 of this Act, shall be guilty of a misdemeanor.

Section 3. If the statement or statements furnished the public administrator in accordance with the provisions of Section 1, of this Act, show that the aggregate market value of the estate of such deceased person is less than two hundred (\$200.00) dollars, then upon demand of the public administrator the person, firm, bank or corporation holding, controlling or owning the same, or any part thereof, shall turn over, endorse or surrender the same to such public administrator at once, without the issuance of letters of administration to him. The public administrator shall, upon receipt of the money, evidence of indebtedness or other personal property, issue a receipt to the person, firm, bank or corporation delivering the same

to him, fully describing the property received. Such receipt, signed by the public administrator, shall fully discharge the person, firm, bank or corporation receiving the same from all further liability to the estate of said deceased person, to the amount of money or for the property set out in said receipt.

Section 4. Upon the receipt of money, evidence of indebtedness or other property, as provided in this Act, the public administrator shall proceed at once to the settlement of the estate of the decedent, in the same manner and shall have the same power and authority as in estates where letters of administration have been issued to him; provided, that upon ten days notice by posting in three public places in the county, he may sell at public auction the personal property received by him without procuring an order of Court authorizing such sale, and that upon the presentation of claims against the estate, duly itemized and verified by the claimant, the public administrator upon approval thereof may pay the same without having the approval of the Court.

Section 5. Upon the settlement of the estate, the public administrator must, within thirty days, make a full report, under oath, showing all money and property received by him, from whom received, and all disbursements made, and the purposes thereof, and file the same in the office of the Clerk of the District Court of his county.

Section 6. Upon the filing of such report the Clerk of the Court must make an order fixing a day for the hearing of the report, giving notice thereof by the posting of notices in three public places in the county for a period of ten days before the date of hearing, at which hearing any and all persons interested therein may appear and object to such report, or to any of the matters contained therein.

Section 7. Upon such hearing the Court may make such orders with reference to such report as may be necessary and proper.

Section 8. The public administrator shall receive as full compensation for his services, including attorneys' fees, a commission of fifteen per cent. of the total amount of money received by him in any estate provided for in this Act; provided, that in no case shall the compensation be less than five (\$5.00) dollars.

Section 9. All Acts and parts of Acts in conflict herewith are hereby repealed.

Section 10. This Act shall be in full force and effect from and after its passage and approval.

Approved March 10, 1909.

CHAPTER 136.

"An Act to regulate Common Carriers, and to provide for certain Appliances, Rules and Regulations looking to the safety of the Traveling Public and Employes upon Railway Trains, and to confer upon the Railroad Commission of Montana certain powers in relation thereto."

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF THE STATE OF MONTANA:

Section 1. The Railroad Commission of the State of Montana shall have full authority to, after notice and hearing, make and enforce rules and regulations providing for the installation on and equipment of, trains, cars or engines, with safety appliances and shall have authority to inspect the same and enforce regulations with regard thereto such inspection rules and regulations to be from time to time co-extensive with the requirements of, and in conformity to, the provision of the acts of Congress and rules and regulations of the Interstate Commerce Commission as then effective.

Section 2. The Railroad Commission of the State of Montana shall have the power and authority to examine and inspect all brakes and brake equipment, and, to after notice and hearing, make and enforce reasonable rules and regulations with respect to the examination, inspection and repair thereof, with a view of determining the proper measure of efficiency of said brakes and brake equipment. Such rules and regulations to be from time to time co-extensive with the requirements of, and in conformity to the provisions of the Acts of Congress and rules and regulations of the Interstate Commerce Commission as then effective.

Section 3. The Railroad Commission of the State of Montana shall have power and authority whenever the line of one railroad shall cross or intersect the railroad of another company or corporation to, after notice and hearing, order and compel the installation of suitable platforms and station houses for the

convenience of passengers desiring to transfer from one road to the other and for the transfer of passengers, baggage or freight, whenever the same shall be ordered by the Railroad Commission. And such company or corporation shall, when so ordered by the Railroad Commission keep such passenger station warmed, lighted and opened to the ingress and egress the departure of such trains as accommodate such station carrying passengers on such railroad or railroads. And said railroad companies crossing or intersecting shall stop such trains at said station house so located at said crossing or intersection for the transfer of baggage, passengers and freight so as to furnish reasonable facilities for that character of a station when so ordered by the Railroad Commission and the expense and construction and maintenance of such station house and platform shall be paid by such corporations in such proportions as they may agree, and if they fail to agree, as may be fixed by order of the Railroad Commission. Such corporations connecting by intersections as aforesaid shall also, when so ordered, after notice and hearing, by the Railroad Commission unite and connect the tracks of said several corporations so as to permit the transfer from the track of one corporation to the other, of loaded or unloaded cars designed for transportation on both roads, provided, however, that no such union or connection shall be ordered except where and when necessary to properly serve the public.

Section 4. The Railroad Commission of the State of Montana shall have full power and authority to, after notice and hearing, compel railroad companies operating in the State of Montana to construct industrial or commercial spurs to industries when there is or will be sufficient traffic to require such facilities, provided, however, that any such industrial or commercial spur will not exceed one mile in length from headblock to end of track, and shall be constructed pursuant to the usual and customary contract of the particular railroad company in constructing such spurs, and provided further, that such industrial or commercial spur shall not be ordered constructed except within the limits of extreme switches of stations or yards, or at sidings, unless such station, yards, sidings or spurs are more than seven miles apart, nor unless such spurs can be so placed as to be reasonably safe and not unnecessarily interfere with main line operation.

Section 5. The District Court shall have jurisdiction to enforce by proper decree, injunction or order, the rulings, orders and regulations made or established by the commission under the provisions of this Act. The proceeding therefore shall be by equitable action in the name of the state, and shall be instituted by the Attorney General or County Attorney, whenever advised by the Board that any railroad is violating or refusing to comply with any rule, order or regulation made by the commission and applicable to such railroad. Such proceedings shall have the precedence over all other business in such courts, except criminal business. In any action the burden of proof shall rest upon the defendant, who must show by clear and satisfactory evidence that the rule, order or regulation involved is unreasonable and unjust as to them. If in such action, it be the decision of the Court that the rule, regulation or order is not so unreasonable or unjust, and that in refusing compliance therewith the railroad is thereby failing or omitting the performance of any duty or obligation, the Court shall decree a mandatory and perpetual injunction compelling obedience to, and compliance with the rule, regulation or order, by the defendant, and its officers, agents, servants and employes, and may grant such other relief as may be deemed just and proper. Any violation of such decree shall render the defendant and officer, agent, servant or servants or employes of the defendant, who is in any manner instrumental in such violation, guilty of contempt, and shall be punishable by a fine not exceeding one thousand dollars for each offense, or by imprisonment of the person guilty of contempt, until he shall sufficiently purge himself therefrom, and such decree shall continue and remain in effect and be in force until the rule, regulation or order shall be modified or vacated by the Board. Provided, however, that nothing herein contained shall be construed to deprive either party to such proceedings of the right to trial by jury, as provided by the Seventh amendment to the Constitution of the United States, or as provided by the Constitution of this State. An appeal shall lie to the Supreme Court from the decree in such action, and the cause shall have precedence over all other civil actions of a different nature pending in the Supreme Court.

Section 6. Appeals may be taken to the Supreme Court from the judgment of any District Court in any action brought under the provisions of this Act; such appeals shall have prece-

dence over all other business, except criminal business, and original proceedings in such Court, and shall be heard and determined as are appeals in civil actions.

Section 7. Any railroad may bring an action in the District Court of the County where the principal office or place of business is situated, or in any county where any such rule, regulation or order of the Board is applicable, against the said Board as defendant, to determine whether or not any such rule, regulation or order made, fixed or established by the Board under provisions of this Act is just and reasonable; provided, that until the final decision in any such action the rule, regulation or order of the Board affecting any railroad shall be deemed to be final and conclusive; and provided further, that in any action, hearing or proceeding in any court, the rules, regulations and orders made, fixed and established by said Board shall prima facie be deemed to be just, reasonable and proper. All costs and expenses incurred in the hearing, trial or appeal of any action brought under this Section, shall be fixed and assessed as by the Court may seem just and equitable.

Section 8. All Acts and parts of Acts in conflict with the provisions of this Act are hereby repealed.

Section 9. This Act shall be in full force and effect from and after its passage and approval.

Approved March 10, 1909.

CHAPTER 138.

"An Act regulating and governing Contracts relative to the shipment of Livestock, and the giving of notice or claim for Loss or Damage thereto."

BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY
OF THE STATE OF MONTANA:

Section 1. Any provision, stipulation or condition in any shipping contract, bill of lading or other agreement hereafter made or entered into by or between any common carrier and the owner or shipper of any shipment of livestock, providing that written or verbal notice of loss, injury or damage thereto or of claim therefor, shall be made or given to any common carrier, or to any agent or officer of any common carrier, or to any other person within any period less than four months from

the date of the occurrence of any such loss, injury or damage, shall be void and of no effect.

Section 2. All Acts and parts of Acts in conflict herewith are hereby repealed.

Section 3. This Act shall take effect and be in full force from and after its passage.

Approved March 10, 1909.

OPINIONS BY THE ATTORNEY GENERAL.

Department of the Attorney General.

Helena, Mont., Jan. 12, 1909.

The Railroad Commission of Montana, Helena, Montana.

Gentlemen:—I have your letter of Jan. 5, 1909, asking whether your Commission has the power to compel the Billings & Northern Railroad Company and the Chicago, Milwaukee & St. Paul Railway Company to install and operate a connection at some point in Fergus County where they intersect. This letter was transmitted to this office under the signature of B. T. Stanton, Commissioner, and was supplemented on January 11th, by letter making the same inquiry, signed by the Secretary of your Commission.

I advise you that, in my opinion, the law authorizing and establishing the Railroad Commission of the State of Montana, does not confer any authority under which you could make the order requiring companies to install this connection.

In the case of Board of Railroad Commissioners vs. Ry. & Nav. Co., 19 Pac. 706, the Supreme Court of Oregon says:

"The jurisdiction of such commission is not given by implication. Commissions of this character are mere creatures of statute and possess no power except what the statute expressly confers upon them."

A careful review of the statute under which your commission is organized fails to show any express delegation of the power here sought to be exercised. Subdivision 6 of Section 4275, Revised Codes of Montana of 1907, does not confer any power upon the Railroad Commission, but provides a method whereby one company desiring to affect a transfer connection with an intersecting road may, in the absence of agreement, force the connection.

In Elliott on Railroads, Vol. 2, Section 682, the powers of a railroad commission to compel companies connecting by intersection to so unite and connect their tracks as to permit the transfer of cars from the track of one to that of the other, is discussed.

In the case of State ex rel. LaFollette, vs. C. M. & St. P Ry. Co., the Supreme Court of South Dakota holds that under the statute establishing the board of railroad commissioners, that commission has the power to compel intersecting railways to establish transfer connections. However, the Court further holds that the statute granting this power must be complied with in every respect. The clause conferring this power on the board of railroad commissioners of South Dakota reads as follows:

"Such corporations, connecting by intersection, as aforesaid, shall also **whenever ordered by the railroad commissioners**, so unite and connect the tracks of said several corporations as to permit the transfer from the track of one corporation to the other, of loaded or unloaded cars designed for transportation upon both roads."

For your information I give you the citation in which this opinion is contained: 94 N. W. p. 406.

You will notice that two of the railroads concerned in the case last above cited, are the same as those which you now desire to connect; namely, the Great Northern Railway Company and the Chicago, Milwaukee & St. Paul Railway Company.

Very truly yours,
(Signed:) ALBERT J. GALEN,
Attorney General.

Department of the Attorney General.

Helena, Mont., Jan. 20th, 1909.

The Railroad Commission of Montana, Helena, Montana.

Gentlemen:—We are in receipt of your letter of the 19th inst., regarding the constitutionality of Chapter 54, Acts of 1907, known as the "dinky" caboose law. This law has not been declared unconstitutional by any court in this state nor has this office raised any question as to its constitutionality. In the past we caused several informations to be filed for alleged violations

of this law, which were later dismissed at the request of the railway employes who had made the complaint upon which the informations were based.

While we understand the railway attorneys are questioning the constitutionality of the law, in our opinion you should not hesitate to institute prosecutions so long as it has not been declared unconstitutional by the courts.

Very truly yours,

(Signed) ALBERT J GALEN,

Attorney General.

NOTE: See report of action against Great Northern Ry. Co., page 32.

Department of the Attorney General.

Helena, Mont., Jan. 26, 1909.

The Railroad Commission of Montana, Helena, Montana.

Gentlemen:—I am in receipt of your letter of Jan. 18th, 1909, in which you ask me for an opinion as to the right of the Northern Pacific Railway Company to bill upon Mr. J. S. Hodge, of Victor, Mont., for the balance due on freight charges, which through error, were charged at a lower rate than the classification calls for: (the supplementary bill having been presented for collection about four months after the original charges were paid).

I advise you that the Railway Company not only has the right to bill for the difference shown by the correspondence submitted, with your letter, but it is its duty to do so, for the reason that the lower rate does not correspond with its published tariffs and would, therefore, be an unlawful discrimination in favor of this particular shipper.

I return herewith as requested, the correspondence relating thereto.

Very truly yours,

(Signed) WILLIAM L. MURPHY,

Asst. Atty. General.

Department of the Attorney General.

Helena, Mont., March 2, 1909.

The Railroad Commission of Montana, Helena, Montana.

Gentlemen:—I have your letter of February 27, 1909, together with the enclosed report of your inspector, S. M. Ross, in regard

to apparent violation of Sections 1741 and 1742 of the Revised Codes of Montana commonly known as the sixteen hour law.

In the case of *State v. Northern Pacific Railway Company*, 36 Mont, 582, the constitutionality of these sections were directly passed upon and affirmed by the supreme court of this state.

A very similar federal statute was passed in March, 1907 by the congress of the United States, with the proviso, however, that it should not take effect until one year from and after its passage. The Montana statute was passed about the same time as the federal statute, but with the proviso that it should take effect from and after its passage and approval.

The particular question involved in the case above referred to was as to whether the passage of the federal statute, fixing the date when it went into operation, contravened and superseded the provisions of Sections 1741 and 1742 of the Revised Codes.

The opinion in this case is exhaustive, and numerous authorities are therein cited by the supreme court of Montana. In *C. C. C. & St. Louis, Co., v. Illinois*, 177 U. S. 514, many cases are collected by Mr. Justice Brown, which seem to indicate that the legislatures of the states have the power to regulate to a large extent the operation of railroads within their boundaries, even though engaged in the transportation of interstate commerce. Among others, it is held in Alabama that the state has the right to require locomotive engineers to be examined and licensed by state authorities; also that they may be examined as to their ability to distinguished colors; also, forbidding the running of freight trains on Sunday; regulating the heating and other sanitary conditions of passenger cars. All of these cases are cited and discussed in the Montana case above mentioned. After considering these and other authorities along the same lines Mr. Justice Brantly uses the following language:

"The cases cited, it seems to us, are conclusive; and while we think it properly conceded that the subject, so far as it affects interstate commerce, falls within the power of federal legislation under the Constitution, yet, in the absence of such legislation on the subject, it is a matter for state control, under the exercise of its police power, to provide for the public safety and also for the health and lives of railroad employes themselves."

This language seems to clearly express the view of the court as to the relative authority and jurisdiction of the federal courts

and the legislature of the State of Montana concerning the question under discussion. It appears, from the statement quoted above, that the supreme court of the State of Montana is of opinion that where the hours of labor of railroad employes engaged in the transportation of interstate business is regulated by act of congress, and that prior to such regulation a statute existed in the State of Montana covering the same matter, that upon the enactment of the federal law the Montana statute is superseded and becomes inoperative as to those employes of roads engaged in interstate commerce.

Of course, Sections 1741 and 1742 of the Revised Codes are still in full force and effect so far as the hours of employment of persons engaged in the operation of trains handling intra-state business.

You are therefore advised that it is my opinion that a prosecution brought under the statement of facts disclosed by the report of your Inspector could not be sustained under Sections 1741 and 1742, because of that fact that the trainmen were engaged in the transportation of interstate business. This is particularly true in view of the fact that the provisions of the act of congress above referred to and the Montana statute are not identical.

Very truly yours,
(Signed) ALBERT J. GALEN,
Attorney General.

Office of the United States Attorney for Montana.

Helena, Montana, May 4, 1909.

The Railroad Commission of Montana, Helena, Montana.

Gentlemen:—Your letters of March 24th and May 3rd, relative to the alleged violation of the sixteen hour law, by the Northern Pacific Railway, reported by your Inspector S. M. Ross, in which you ask me whether, under the facts as they are stated, this report is a violation of the federal statutes, have been received.

Would say in reply that Section 3 of the Act of March 4th, 1907, after providing for the penalty for violation of what is known as the Sixteen-hour law, contains the following exception:

“Provided that the provisions of this Act shall not apply in the case of casualty or unavoidable accident, or the act of God, nor where the delay was the result of a cause not known to the

carrier, or its officer, or agent in charge of such employe at the time said employe left a terminal, and which could not have been foreseen; provided further that the provisions of this Act shall not apply to crews of wrecking or relief trains."

Under the above exception, you can see that it is evidently not the intention of the federal statute to tie up crews between terminals, and from the facts, as set forth in your letter, a prosecution under the federal statute would not be justifiable.

Unless there is some evidence to show that the railroad company could obtain someone else to watch the train while it was tied up at Blossburg, I cannot see how the railroad company could be expected to do any more than what it did. As I understand the purpose of the law, it is not so much to provide sleep and rest for the employes, as it is to provide for the safety of the general public from traveling over roads where the employes in charge of trains are practically irresponsible on account of lack of rest and sleep.

In any event, the facts reported are not such as to bring the alleged violation within the federal statute upon that subject.

I remain,

Respectfully,

(Signed) J. W. FREEMAN,

U. S. Attorney.

The Commissioners letters of February 27th to the Attorney General and of March 24th and May 3rd to United States Attorney referred to above, related that on Feb. 8, 1909, Extra 1635 East, Missoula to Helena, was tied up at Blossburg at 9:35 P. M., on account of having reached the time limit of service under the sixteen hour law. The fireman, however, was required to watch the engine until he had been in continuous service for 20 hours and 15 minutes.

Department of the Attorney General.

Helena, Mont., May 3, 1909.

The Railroad Commission of Montana, Helena, Montana.

Gentlemen:— I am in receipt of your letter of April 24, enclosing copy of a letter addressed to me by Veazey & Veazey, wherein you ask my opinion as to the legality of a railroad company granting reduced fares to clergymen and also to persons who are subjects of public charity.

Sections 4337, revised codes of Montana, which act was approved March 13, 1893, makes it a misdemeanor for a common carrier or ticket selling agent to charge any person more or less for transportation than fare charged to passengers generally. However, the act creating and establishing a board of railroad commissioners for the State of Montana repeals section 4337 of the revised codes, at least by implication.

You will notice that section 4385, revised codes, being a part of the act above referred to, provides that no railroad subject to the provisions of the act shall directly or indirectly "demand or receive from any person, firm or corporation a greater or less compensation for any service rendered or to be rendered, in the transportation of **property** subject to the provisions of this act than that fixed by the said board of railroad commissioners for such service," etc. Section 4386, of the same chapter, provides that if any railroad subject to the act, or its agents or officers, shall collect, charge, demand or receive from any person, company, firm or corporation a **greater rate**, charge or compensation than that fixed and established by the said board of railroad commissioners for the transportation of freight or **passengers** or cars, shall be guilty of a misdemeanor.

Therefore, as I read the two sections, they serve to repeal section 4337, revised codes; and section 4385, which relates only to the carriage of freight, makes the charging of a **greater or less rate** than the railroad commission's tariff, a crime and fixes the penalty to be imposed upon the common carrier. Section 4386, however, which deals with the transportation of passengers as well as property, places only one inhibition upon a common carrier; that is, that the company shall not "collect, charge, demand or receive a **greater rate**."

You are therefore advised that under the provisions of section 4386 the railroad companies of this state may issue transportation to clergymen and subjects of public charity at a lower rate than that called for by the tariff filed with, and accepted by, your commission, and this may be done without filing with you a tariff covering this particular class of passengers.

Very truly yours,

(Signed) ALBERT J. GALEN,

Attorney General.

Department of Attorney General.

Helena, Mont, May 11, 1909.

The Railroad Commission of Montana, Helena, Montana.

Gentlemen:—I am in receipt of your letter of May 7, 1909, enclosing copy of your letter of April 26, 1909, wherein you ask my opinion as to the extent of the authority and jurisdiction conferred upon the railroad commission in the matter of docks and wharves on navigable waters within the state of Montana.

You submit the following statement of facts:

That Mr. Frank Adelbert, and others, living along the shore of Flathead Lake desire to construct and maintain a dock for the purpose of handling freight and passengers, in lake transportation, and that the portion of the lake where they desire to construct the wharf (the abutting land presumably belonging to the persons named) is obstructed by logs, the property of the Somers Lumber Company, which allows the logs to remain in the lake and refuses to move them.

The only jurisdiction which the railroad commission has over docks and wharves is conferred by Chapter 38 of the Laws of 1909. Section 5 of this chapter provides:

"The railway commission of this state shall have jurisdiction over all docks and wharves within the state and have full power to regulate, determine and fix all dockage and wharfage fees."

I believe that this section is not sufficiently broad to confer power and authority upon the railroad commission to compel the Somers Lumber Company, or any other person, to remove the logs from navigable waters where the same might prevent the erection of docks or wharves, or which might obstruct the ingress or egress of vessels to and from such docks and wharves.

However, it seems that private persons or corporations should not be permitted to obstruct the navigable waters of the state so as to prevent or impede navigation, and as Chapter 38 confers the power and authority to construct docks and wharves upon "persons owning land bordering upon any of the navigable waters within the state of Montana," it seems that such persons, if desirous of constructing a dock or wharf, could proceed, with the aid of private counsel, to prevent the obstruction by logs or otherwise of the water-way leading to such wharf or dock.

Your attention is called to Section 8757, revised codes, which provides a penalty for unlawfully obstructing the navigation of any navigable stream. As Chapter 38, laws 1909, confers the

privilege upon abutting land owners of constructing docks and wharves, it seems that any unnecessary obstruction caused by log booms or otherwise would be unlawful, and would therefore fall within the provisions of section 8757.

While the last named section refers only to "navigable streams" I believe it is sufficiently broad to include any navigable body of water.

Very truly yours,

(Signed) ALBERT J. GALEN,

Attorney General.

Department of Attorney General.

Helena, Mont., May 25, 1909.

Railroad Commission of Montana, Helena, Montana.

Gentlemen:—I am in receipt of your letter of May 17th wherein you ask my opinion as to whether or not the Great Northern Railway Company may, without permission of the railroad commission remove its spur track, laid in 1906 at Star Creek. In your letter you quote a portion of an order made by your commission on May 28, 1908, as follows:

"It is further ordered that no railway company now or hereafter operating within the state of Montana, shall abandon or remove any side track or spur track either on main or branch lines which now is or may hereafter be installed, without first giving notice to and receiving permission from the Board of Railroad Commissioners of the State of Montana."

Your further statement of fact shows that the spur in question was laid for the use of one August Schulze; that he did the grading, furnished the ties and paid the railway company for the labor employed in putting down the track; that the track was laid before the regular agreement or contract between Schulze and the Railway Company was executed, and that Schulze, not being satisfied with the terms of the contract submitted to him by the railway company, refused to execute the contract, and, as a result thereof, the railway company removed the spur.

I am of opinion that your order of May 28, 1908, is a proper order, which the commission has the power to make under the authority conferred by Division I, Part IV, Title VIII, Chapter V, (Section 4363, et seq.) revised codes of Montana, and one which the courts have jurisdiction to enforce under section 4378,

revised codes. Under section 4382 the board is given power to compel railroads to provide, maintain and operate sufficient train service, both freight and passenger, for the proper and reasonable accomodation of the public; and section 4378 gives the board general supervision of common carriers in matters within the power and authority of the board, under the provisions of the act creating a railroad commission. Sections 4373 and 4374 define the words "transportation" and "Railroad." The word "transportation" includes all instrumentalities of carriage and shipment, and is broad enough to include spur tracks, which would, therefore, come within the jurisdiction and supervision of the Board.

However, if the construction of the spur track at Star Creek is not for the accomodation of the public generally, but was laid in furtherance of a private agreement between Schulze and the railway company, the matter would, in all probability, be governed by the private contractual relations established between the parties, and if either is aggrieved by the action of the other, the court, rather than the railroad commission, seems to be the proper tribunal for the adjustment of their differences.

The commission was, in my opinion, acting within its jurisdiction, and not exceeding the power and authority conferred upon it by the statute, in making the general order of May 28, 1908. But the private contractual relations established between complainant and the railway company in this particular case would, perhaps, confine the remedy of the complainant to an action on his part, based upon his agreement for the installation of the spur.

Very truly yours,

(Signed) ALBERT J. GALEN,

Attorney General.

Department of Attorney General.

Helena, Mont., July 1, 1909.

The Board of Railroad Commissioners, Helena, Montana.

Gentlemen:—I am in receipt of your letter of the 25th ult., in which you request an opinion upon the following proposition:

"The Riverside Land & Livestock Company of Helena, bring up the question of shipping wool to concentrating points without placing insurance thereon as provided in Northern Pacific tariff. For your information we quote from said tariff as follows:

(Here follows a quotation from the tariff of the Northern Pacific Railway Company governing the shipment of wool to concentration points and the insurance and storage of wool held at such points).

You will note that in consideration of special rates named, the wool is insured, the cost of such insurance being charged against the shipper, the railroad company furnishing free of charge storage at concentrating points."

We have been unable to find any decision of the courts bearing directly upon this question. However, it appears from the quotation from the Northern Pacific tariff contained in your letter that the company makes a special rate on wool to concentrating points and publishes, as a part of such rate a regulation to the effect that the company will hold such wool in storage for ninety days free of charge, upon the condition, however, that the company will insure this wool at its full value and the cost of such insurance will be charged against the wool. In our opinion a shipper of wool over the Northern Pacific to one of its concentration points must comply with all the provisions of the tariff relating to such shipments in order to secure the benefit of the special rates therein given. If a shipper of wool does not wish to ship his wool under these concentration point rates, he, of course, could ship it under the general tariff rates whereby he would pay local rates from the point of origin to the concentration point, and then he could store his wool in any public warehouse, or, if he held it in the cars or warehouse of the railway company, it would be subject to demurrage or storage charges under the rules of the railroad, and when he moved the freight on from the concentration point, he would then have to pay the regular local tariff from that point to destination. Thus the shipper would have his option of two tariff schedules, and if he desires to receive the special rate in the schedule fixed for shipping wool to concentration points, he must comply with all the regulations published in such tariff; provided such regulations are reasonable.

Elliott on Railroads, 2nd Ed. Secs. 1566-67.

A similar question was before the Interstate Commerce Commission in the case of *Charles England and Company v. Baltimore and Ohio Railroad Company*, decided June 2nd, 1908. In this case there was question of fact as to whether the shipper delivered the goods to the carrier for immediate transportation

or for the purpose of holding subject to further orders, the carrier contending that they were received for storage until further orders from the shipper, and therefore they insured the shipment and charged it against the goods. The commission found that the goods were delivered to the carrier for immediate shipment, and therefore held that the carrier had no authority to charge the insurance. But nowhere in such opinion, or in the contention of counsel for the shipper was the authority or right of the carrier to insure the goods and collect the insurance questioned in cases where the goods were stored subject to further orders from the shipper. See also the case of Wyman, Partridge and Company v. Boston & Main Railroad, 15 Interstate Commerce Commission Reports, 577.

Therefore, in our opinion, the insurance charges made by the Railroad Company on wool shipped under the rate published for shipments to concentration points is a reasonable and valid regulation, and the shipper is not entitled to the transportation rate without also complying with the insurance regulation.

Yours very truly,

(Signed) ALBERT J. GALEN,

Attorney General.

Department of Attorney General.

Helena, Mont., July 7, 1909.

The Railroad Commission of Montana, Helena, Montana.

Gentlemen:—I am in receipt of your favor of the 7th inst., asking opinion from this office with respect to your right to fix a freight rate for the carriage of coal, applicable to the Yellowstone Park Railroad. From the facts by you stated it appears that a public hearing was held on May 14th, 1909, with reference to the establishment of a proper rate for the carriage of coal; that this railroad company was duly and regularly notified of such hearing and given opportunity to be heard; that subsequently the railroad was placed in the hands of a Receiver. The question now arises as to your right to fix a rate effective as against said railroad under the facts above indicated.

I am of opinion that you have a right to fix the rate under the circumstances. The fact that the railroad is now in the hands of a Receiver will make no difference, as the Receiver is merely

acting in a representative capacity in the conduct of the business and affairs of the railroad company.

Yours very truly,

(Signed) ALBERT J. GALEN,
Attorney General.

Department of Attorney General.

Helena, Mont., July 21, 1909.

The Railroad Commission of Montana, Helena, Montana.

Gentlemen:—I am in receipt of your letter of July 20, enclosing complaint made to your Board by P. A. Merckel of Missoula, with regard to the violation of the federal statute limiting the hours of service of railway operators. I find that the hours of service complained of do not constitute a violation of Section 1741 of the Revised Codes of Montana, which is a statute similar in character to the federal law referred to by your complainant, and as this department has no jurisdiction to prosecute violations of the federal statute, and the facts in this particular case do not bring it within the Montana law, I suggest that you refer your complainant to the United States District Attorney for Montana, or, if you so desire, you may take the matter up with him directly.

I herewith return train sheet and other data submitted with your request.

Very truly yours,

(Signed) ALBERT J. GALEN,
Attorney General.

NOTE:—The above refers to alleged violation of the "Hours of Service" law, by reason of M. J. Sohn, a telegraph operator being required to work sixteen consecutive hours, namely 8 A.M., to midnight June 28th, 1909, at East Missoula, Montana.

Department of Attorney General.

Helena, Mont., Oct. 4, 1909.

Railroad Commission of Montana, Helena, Montana.

Gentlemen:—I am in receipt of your letter of Sept. 29th, 1909, wherein you ask my opinion as to whether or not it is the duty of railroad companies to furnish, when demanded, suitably equipped cars for the transportation of coal, together with the statement that grain doors are necessary in order to load box cars to their full capacity with coal.

Section 4373, revised codes, provides that the provisions of the act creating your commission apply to the transportation of property between points in this state, and the term "transportation" as defined by that section, includes all instrumentalities of shipment or carriage, and to the receiving, switching, delivering, storage and handling of property.

I would say that it is, therefore, within your province to issue an order that where cars are requested for the purpose of loading coal, that these cars be equipped with grain doors, if that is necessary in order to load these cars to the maximum capacity.

It seems that this is an expense which should properly be borne by the railroad company, under their obligation to supply properly equipped facilities for transportation.

As heretofore advised by this department, general orders made by your commission should be made only after notice to the railroad companies and a hearing had upon the subject. However, the matter submitted herein seems to be so plain that I believe an order to the railroad companies to this effect would be followed without question as to procedure.

Very truly yours,

(Signed) ALBERT J. GALEN,
Attorney General.

Department of Attorney General.

Helena, Mont., Oct. 30, 1909.

The Railroad Commission of the State of Mont., Helena Mont.

Gentlemen:—I am in receipt of your letter of October 8th, wherein you make the following statement of facts:

"That there has recently been constructed by the Northern Pacific Railway Company a line extending from St. Regis, on the Couer d' Alene branch of said railroad, to Paradise, on the main line of said railroad; that the distance between these two points is approximately twenty-two miles; that this line is used by the Northern Pacific Railway Company for the purpose of transporting freight from Paradise to Missoula; that no passenger service is operated over said line, but that permits are issued to men, permitting them to ride on cabooses attached to freight trains operating between the two points but that women and children are not received as passengers, and your query is as to the obligation of the railway company to operate passenger service between Paradise and St. Regis or to sell tickets between these

points, based upon actual mileage along the line of this new branch.

The question as to whether or not the railway company is under any obligation to operate passenger trains over this line depends, to a considerable extent, upon the provisions of its charter. The charter granted to the Superior & St. Croix Railroad Company, the predecessor of the Northern Pacific Railway Company, by the State of Wisconsin, is silent both as to the kind of trains and the manner and frequency of operation. We are unable to find any discussion by courts of last resort on a question identical with the one which you present, but there are many decisions dealing with questions of a similar nature.

The general rule prevails in most of the American states that an explicit charter provision requiring the operation of a public system will be enforced, and if necessary mandamus will issue to compel operation. The leading case holding this view is *United States v. Union Pacific Company*, 160 U. S. 1. However, where no express charter provisions is found, it appears that the railroad company may operate its trains under such rules and regulations as to it seems best in the transaction of its general business.

Section 4275, revised codes of Montana, grants to every railroad corporation the power (Subdiv. 10) to regulate the time and manner in which passengers and property shall be transported, subject, of course, to the will of the legislative assembly.

It appears that the line in question was constructed for the purpose of avoiding the heavy grade encountered on the main line on what is known as Evaro mountain, and is used exclusively for the transportation of freight trains, the new line affording a water grade between Paradise and Missoula. No freight trains are operated eastward over the main line between Paradise and DeSmet, and only one train, a fast freight, known as No. 53, is operated west over this stretch of track. It is reasonable to suppose, under this statement of facts, that the railway company built this new line at considerable expense to itself for its own convenience in handling heavily laden trains, reducing the grade materially, and by aggregating the traffic, facilitating the movement of its trains, both freight and passenger. In other words, the construction of the link between St. Regis and Paradise constituted practically the installation of a double track system between DeSmet and Paradise; the one line used exclusively for

the passenger traffic, the other used entirely for the transportation of freight.

It is true the railway company has heretofore established the practice of allowing adult male passengers to ride on its freight trains between St. Regis and Paradise. This regulation, however, is one entirely within the discretion of the railway company's officials. The authorities are all agreed that a railway company is under no obligation to receive and transport passengers upon its freight trains, and when this is done it is simply an accommodation afforded to the public by the company and could not be taken by your commission as a precedent showing the establishment of passenger transportation over this line, and if used as a basis for the issuance of an order directing the installation of a passenger service, which would accommodate women and children as well as men, this practice would undoubtedly be discontinued.

It is fair to assume that the operation of a passenger service between St. Regis and Paradise could be conducted only at a loss to the company. The reasonableness of an order requiring passenger service over this new line would, in our judgment, in view of all the authorities, be inquired into by the court, in the event that the order is resisted. And, further, if the commission is inclined to require the railway company to install passenger service over this line, to be operated upon a regular schedule, it would undoubtedly be necessary, under the provisions of the act establishing a railroad commission in this state, to afford the railway company a hearing, at which the reasonableness or unreasonableness of the service would be inquired into by the Commission.

You are therefore advised that in my judgment, assuming, of course, that a regular passenger train upon this line could only be operated at a loss, that it is beyond the power of the commission to require such service.

The second question presented by your letter goes to the rate of fare for transporting persons between Paradise and St. Regis, and other points east of St. Regis and west of DeSmet.

Section 4349, revised codes, fixes the maximum rate which railroads may demand for the carriage of passengers in this state at three cents per mile, the exact wording of this particular part of said section is as follows:

"A sum exceeding three cents per mile for the distance to be traveled by such person."

The distance to be traveled by a passenger embarking at Paradise, bound for St. Regis, is at present 150 miles, and the fare charged, we assume, is not in excess of three cents per mile for that distance. I believe that the railway company is within its rights, under this statute, when it charges not more than three cents for the distance thus actually traveled.

In the handling of freight from DeSmet, and points east thereof, to Paradise, or from Paradise to DeSmet, and points east thereof, the actual mileage of the new line is not considered, but the freight operations are based upon the short line haul between these points, being the main line of the Northern Pacific Railway, and this is proper, for the reason that both lines are suitable for the transportation of freight, as has been shown by the operation heretofore over the main line and the present operation over the line along the Missoula River. But the railway company is acting within its rights when it elects to haul its heavy tonnage over the longer line for its own convenience and profit in eliminating the heavy grade.

This consideration brings us to what is, perhaps, the actual fact, that this new line was constructed simply for the convenience of the railway company in transporting heavy trains. So far as we know, the railway has not held itself out as a carrier of passengers over this line, and does not solicit that class of business in this particular place.

The authorities which we have examined seem to indicate that a transportation company may limit its operation to any general class of transportation.

The English cases, which have been generally followed in this country, hold, for instance, that a carrier may operate a railroad, or other means of transportation, for the purpose of carrying coal only, and that such company is within its rights in refusing to carry other merchandise of a different class.

A volume on railroad rate regulations (Beale & Weyman), devotes a chapter to the discussion of the withdrawal of certain forms of service by railway companies.

In the case of *Commonwealth v. Fitchburg Railroad*, a Massachusetts case, 12 Gray 180, the defendant railway company, after due notice, discontinued passenger service over a part of its line, but still continued the freight service. This action was taken

by the railway company, as it appears, for the reason that a competing electric line, paralleling the railroad, affords competition rendering the passenger service unprofitable, and the court held that this was a justifiable procedure on the part of the railroad company under the conditions.

If this decision expresses the law, then the facts in the case under discussion would be governed thereby, for the reason that the Northern Pacific Railway Company has, if anything, a stronger case than the Fitchburg Railroad Company, for the reason that no passenger service had ever been installed over this new line.

Assuming that the railway company does not care to transport any passengers over this line, and that they would hereafter discontinue the issuance of permits, in the event that the question of discrimination between male and female passengers were raised, we believe that the regular fare over the main line and the Coeur d' Alene branch of the Northern Pacific Railway Company, may be charged passengers between Paradise and St. Regis, and intermediate points.

Summarizing, briefly, you are advised that we believe that it is beyond the jurisdiction of the railway commission to require the installation of a passenger service between St. Regis and Paradise, assuming, of course, that this operation would be unprofitable, and that the public service does not require it, and,

Second: That the railway company, transporting its passengers over the longer route, may charge at a rate of not exceeding three cents per mile, on the basis of mileage over the longer route.

Yours very truly,

(Signed) ALBERT J. GALEN,

Attorney General.

LEGAL ACTIONS.

The only legal action brought by or against the Commission during the year, was that against the Great Northern Railway Company for violation of the Montana Caboose Law; that company having in use several cabooses not of standard construction and equipped with two-wheel trucks.

The case in brief relates that Compliance with Section 4338 of the Revised Codes of Montana, 1907, relative to the size and equipment of caboose cars, having been the subject of much correspondence with the Great Northern Railway Company, the matter was taken up on March 24th, with Mr. J. M. Gruber, General Manager, St. Paul, Minnesota, who replied under date of April 3rd, stating that they had been anxious for a good many months to have this Montana caboose law tested, so that a decision might be reached as to its constitutionality covering trains that have interstate traffic in them.

Therefore, on April 9th, the Commission furnished the Attorney General with information which apparently constituted six violation of the law. The case was heard in District Court at Helena, August 10th, 1909, the Railway Company pleading guilty, and paying a fine of five hundred dollars. All such cabooses were permanently removed from the service within the state.



Emigrant Peak, in Paradise Valley between Livingston and Gardner. On the Line of the Northern Pacific Railway.

Part II.

**Findings, Regulations
and Orders.**

BEFORE THE RAILROAD COMMISSION OF MONTANA.

In the Matter of the Application of the Northern Pacific Railway
Company for Authority to Discontinue Its Agency at
Big Horn Station.

Hearing February 10, 1909. Decided February 23, 1909.

Report and Order of the Commission.

Order No. 21.

The above named applicant, Northern Pacific Railway Company, applied for authority to close its station at Big Horn, Montana, and discontinue its agency at that place upon the grounds that the business done at that point does not justify the expense of maintaining an open day station and agent.

Held, that the testimony adduced at the hearing and the figures of earnings submitted by the applicant were such as to justify the continuance of the station and the employment of an agent at Big Horn station.

The subject of station facilities and service at Big Horn was first brought to the attention of the Commission on April 20, 1908, by a communication from citizens of Big Horn, who complained that since the removal of the coal docks and water tank from Big Horn to Custer and the abandonment of the Big Horn station, by the withdrawal of the agent, they were left without such reasonable service and accomodation as they were entitled to. Upon request of the Commission the Northern Pacific Railway Company installed an agent at Big Horn on or about June 15, 1908.

On Sept. 19, 1908, the Commission received a communication from Mr. G. A. Goodell, General Supt., of the Northern Pacific Railway Company, requesting authority to close said station, alleging as a reason therefor, the small volume of business at such point. This request from the Northern Pacific Railway Company was followed by a protest from the residents of Big Horn and vicinity. The request was denied by the Commission and a Hearing set for Feb. 10, 1909.

At the Hearing held before Commissioners Boyle and Stanton at Big Horn, Feb. 10, 1909, the Northern Pacific Railway Company were represented by Mr. Benj. Johnson, Supt. of the Yel-

lowstone Division, whose sworn testimony together with that of Mr. C. M. Vreeland, Agent for the Northern Pacific Railway Company at Big Horn Station, was all the oral testimony submitted by the applicants. A number of witnesses representing the protestants were also sworn and examined.

The testimony of Supt. Johnson was confined to the items of earnings and expenses, he testifying that the agent's salary was \$70.00 per month and the contingent expenses of the station were approximately \$30.00 per month, making a total cost of \$100.00 per month at Big Horn station. He also submitted a type-written statement showing freight and passenger business at Big Horn station for calendar year ending Dec. 31, 1908, to be \$5,174.94. He explained that the July earnings showed 139 tons forwarded with a revenue of \$3,048.30. This revenue included the line charges of connecting lines through to destination.

Testimony of the agent shows that 75% of the passengers leaving Big Horn pay their fare on the train, and he estimates passenger earnings would increase \$40 or \$50 per month if station were open for sale of tickets.

The present schedule of trains Nos. 5 and 6, the only trains stopping on flag at Big Horn, are 4:52 A. M., and 7:30 P. M., agent's working hours being from 7 A. M. to 6 P. M. As office is closed at 6 P. M. passengers have no place to wait for trains nor any way of ascertaining if said trains are on time. From the testimony of witnesses, it is evident that the largest number of passengers go west and as No. 5 the westbound train does not arrive at this station until 4:52 A. M., nearly eleven hours elapse from time of closing station until arrival of No. 5 (if it is on time), during which time there is no place furnished by the railway company where such passengers can stay out of the weather while awaiting arrival of train.

Testimony of residents of Big Horn and vicinity, show that there are from 150 to 200 people tributary to this station, who are compelled to come to Big Horn to get railroad connection, owing to the peculiar geographical situation of this place and the territory tributary thereto, and that they cannot get to either Sanders or Custer stations, being hemmed in by the bluffs on the east, Yellowstone River on the South, and Big Horn River on the west, and have no way of reaching either of said last mentioned

stations except by fording the river or crossing on the ice, both of which methods are dangerous.

When there is no agent at Big Horn freight consigned to that point is thrown off or unloaded from train at any point between railroad bridge and stockyards, and consignees are compelled to hunt for same along the line of track between the two points mentioned. Statements furnished to the Commission by the Auditing Department of the N. P. Ry. showing the line charges and ticket sale at Big Horn station for months of July, August, Sept., Oct., and Nov., 1908, show a gross revenue of \$3,238.56 or an average of \$647.71 per month. From all evidence submitted at the Hearing and data of earnings furnished by the railway company, it is evident to the Commission that to grant the request of the applicant would be to deny to the residents of Big Horn and vicinity, such reasonable accommodations as it, the Board of Railroad Commissioners, are compelled to have provided in compliance with Section 19 of Chapter 37 of the Acts of the Tenth Legislative Assembly of the State of Montana. It is therefore ordered that the request of the applicants, be, and the same is hereby denied.

Further that the working hours of the agent be so arranged that he will be on duty at 7:30 P. M., the time that No. 6 is scheduled to arrive; that Big Horn be made a regular stop for trains 5 and 6, and that the Railway Company be required to provide suitable and comfortable waiting rooms for passengers and that trains 5 and 6 be bulletined in said waiting room, in the manner prescribed by Chapter LXV, Laws of 1903, and covered by Order of the Board of Railroad Commissioners, dated Oct. 9, 1907.

This order will be in full force and effect on and after the first day of March, 1909, and until the further order of this Commission, and the Secretary is instructed to furnish the proper officer of said Railway Company with a true and correct copy hereof.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated Feb. 23, 1909.

(Signed) R. F. McLAREN, Secretary.

Office of the Board of Railroad Commissioners of the State of Montana.

IN RE REPORTS OF WRECKS AND ACCIDENTS.

Amendment to Order No. 3, dated Oct. 9, 1907.

WHEREAS under and by virtue of Section 16 A of the Railroad Commission Law, Chapter 37, Laws of 1907, it is made the duty of the Board of Railroad Commissioners or some members thereof to investigate and make inquiry into every accident occurring in the operation of any railroad in this state, resulting in death or injury to any person, of such gravity as to require the attention of a physician or surgeon, or in the destruction of property greater in value than \$2,000.00; and

WHEREAS, under and by virtue of Section 17 of said law, it is made the duty of every railroad company operating any line of railroad within the state, promptly upon the occurrence of any accident such as is referred to in the preceding section, to report the same to the said Board, and

WHEREAS, under the interpretation of these requirements, and the "operation of any railroad" this Department is receiving many reports of trivial accidents occurring in the various departments of the railroad service, and having obtained the ruling of the Attorney General that such reports of accidents to employes or others in the various Departments is not within the intent of the law, it will not, therefore, be required that Railroad Companies make report to this Commission of casualties other than accidents caused by trains or engines, and of such importance as mentioned in Section 16 A as above. This amendment to Order, will be in effect on and after the date hereof, and will apply to all railroad companies operating within this state.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated March 22, 1909.

(Signed) R. F. McLAREN, Secretary.

Office of the Board of Railroad Commissioners of the State of Montana.

IN RE REPORTING OF PASSENGER TRAINS.

Order No. 22, Superseding Order No. 2, Dated Oct. 9, 1907.

Requiring railway corporations, operators, agents or persons in charge of railroad telegraph or telephone stations to report passenger trains, prescribing the method thereof and providing penalties in accordance with enactment by the Eleventh Legislative Assembly, a copy of which is attached hereto and is made a part of this order.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated March 23, 1909.

(Signed) R. F. McLAREN, Secretary.

Section I. All railway corporations operating in the state of Montana upon the arrival of all passenger trains, at the first open telegraph or telephone station within the state shall report by telegraph or telephone to stations within the state of Montana, at least 4 hours in advance of said train, to all stations on the route thereof, at which said train is scheduled to stop, and to all railway telegraph or telephone stations located on branch lines over which there is a regular train carrying passengers, and which is scheduled to connect with the train first above referred to, whether the train is on time or late, and if the latter, the number of hours and minutes the said train is behind its advertised schedule.

Section II. No further report will be required relative to such train unless it shall gain time or shall become later than first reported to the extent of thirty minutes, in which event every such additional thirty minutes, delayed, or make up in time, must be reported to stations ahead at which such train is scheduled to stop either by telegraph or by telephone, at least five hours in advance of the arrival time of said train.

Section III. Every operator, agent or person in charge of any telegraph or telephone station shall post a notice in a conspicuous place in the station or waiting room showing such report on any such train, and when such station is connected by tele-

phone with the central exchange in any town or city, he or she shall promptly notify such central exchange if the train is on time, or if late, the extent of loss of time.

Section IV. Any railway or railroad corporation, operator agent or person in charge of the telegraph or telephone station, who shall fail, neglect or refuse to post said notice correctly, or advise such central exchange shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined for each offense not less than Twenty-five and not more than Two Hundred Dollars.

Section V. All Acts and parts of Acts in conflict herewith, are hereby repealed.

Section VI. This Act shall be in full force and effect from and after its passage and approval.

W .W. McDOWELL,

Speaker of the House.

W. R. ALLEN,

President of Senate.

Approved, Edwin L. Norris, Governor, March 6, 1909.

Filed March 6, 1909, at 3:30 o'clock, P. M., A. N. Yoder, Secretary of State.

BEFORE THE RAILROAD COMMISSION OF MONTANA.

Bitter Root Valley Irrigation Company,

vs.

Northern Pacific Railway Company.

Hearing March 16th. Decided March 29th, 1909.

Report and Order of the Commission.

Order Number 23.

The rate on cord wood from Lick Creek Spur to Missoula, Montana, claimed by complainant to be excessive.

L. E. Wolgemuth, General Manager, Bitter Root Valley Irrigation Co.

For complainant.

W. H. Merriman, D. F. & P. A., Northern Pacific Ry. Co.

For defendant.

Report of the Commission.

B. T. Stanton and Dan Boyle, Commissioners.

In this proceeding the Bitter Root Valley Irrigation Company, by their General Manager, L. E. Wolgemuth, filed complaint with the Commission stating that they had some eight thousand cords of wood to ship from a point on the Northern Pacific Railway in Ravalli County, known as Lick Creek Spur; that the most of this wood would find a market in Missoula, a shipping distance of 58 miles; that the present rate of \$1.62½ per cord was excessive, and therefore prayed for relief.

On the third day of March, 1909, notice of public hearing was duly and regularly published according to law, and hearing was had in the Missoula Chamber of Commerce, ten o'clock, A. M., March 16th, at which time sworn testimony was given by: L. E. Wolgemuth, Gen'l. Mngr., Bitter Root Valley Irrigation Company; F. A. Mix, wood dealer, South Missoula; W. H. Merriman, D. F. & P. A., Northern Pacific Ry. Co.; N. H. Mason, Local Agent, Northern Pacific Ry. Co., in which testimony (in part) it was adduced that the available wood supply in close proximity to Missoula had become depleted and that of late years it had been necessary to haul this commodity from the more distant points, carrying of course, the higher freight rates, until at

the present time, on account of the distance, the price of wood in Missoula was necessarily exorbitant.

The Railway Company's recommendation to make a temporary lower rate to assist the Bitter Root Valley Irrigation Company, was not favorably considered by the Commission, for the reason that other wood shippers would thereby be financially injured owing to their inability to take advantage of such temporary rate; their product not being ready for shipment and having in mind the interests, without discrimination, of all shippers, producers and consumers, and believing from the evidence submitted that the present rates on wood into Missoula are too high, hereby orders that the following distance tariff be adopted by the said Northern Pacific Railway Company from all points either on their Main line or Branch lines into Missoula, said order to be in full force and effect on and after the nineteenth day of April, 1909, and shall so continue in effect until the further order of this Board.

DISTANCE TARIFF ON WOOD.
Minimum, 12 Cords Per Car.

Distance.			Cord Wood.	Slab Wood.
Not over	25	miles	\$1.00	\$.80
" "	45	"	1.10	.90
" "	55	"	1.15	.95
" "	65	"	1.20	1.00
" "	75	"	1.25	1.05
" "	85	"	1.30	1.15
" "	95	"	1.35	1.25
" "	105	"	1.45	1.30
" "	125	"	1.65	1.35
" "	150	"	1.90	1.45
" "	175	"	2.15	1.55
" "	200	"	2.40	1.70
" "	225	"	2.65	1.85
" "	250	"	2.90	2.05
" "	275	"	3.15	2.45
" "	300	"	3.40	2.65

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated March 29th, 1909.

(Signed) R. F. McLAREN, Secretary.

TABLE SHOWING REDUCTIONS, IN CENTS PER CORD, AFFECTED BY ORDER NO. 23 ON WOOD FROM STATIONS ON NORTHERN PACIFIC RAILWAY TO MISSOULA.

Distance—Miles.	Cordwood			Slabwood		
	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.
15	100	100	...	80	80	...
20	100	125	25	80	100	20
25	100	125	25	80	100	20
30	110	150	40	90	120	30
35	110	150	40	90	120	30
40	110	162½	52½	90	130	40
45	110	162½	52½	90	130	40
50	115	162½	47½	95	130	35
55	115	162½	47½	95	130	35
60	120	162½	42½	100	130	30
65	120	162½	42½	100	130	30
70	125	162½	37½	105	130	25
75	125	175	50	105	140	35
80	130	175	45	115	140	25
85	130	187½	57½	115	150	35
90	135	187½	52½	125	150	25
95	135	187½	52½	125	150	25
100	145	187½	42½	130	150	20
105	145	200	55	130	160	30
110	165	200	35	135	160	25
115	165	200	35	135	160	25
120	165	200	35	135	160	25
125	165	212½	47½	135	170	35
130	190	212½	22½	145	170	25
135	190	212½	22½	145	170	25
140	190	212½	22½	145	170	25
145	190	225	35	145	180	35
150	190	225	35	145	180	35
155	215	225	10	155	180	25
160	215	225	10	155	180	25
165	215	237½	22½	155	190	35
170	215	237½	22½	155	190	35
175	215	237½	22½	155	190	35
185	240	250	10	170	200	30
190	240	250	10	170	200	30
195	240	250	10	170	200	30
200	240	250	10	170	200	30
205	265	275	10	185	220	35
210	265	275	10	185	220	35
215	265	275	10	185	220	35
220	265	275	10	185	220	35
225	265	300	35	185	240	55
230	290	300	10	205	240	35
235	290	300	10	205	240	35
240	290	300	10	205	240	35
245	290	325	35	205	260	55
250	290	325	35	205	260	55
255	315	325	10	245	260	15
260	315	325	10	245	260	15
265	315	350	35	245	280	35
270	315	350	35	245	280	35
275	315	350	35	245	280	35
280	340	350	10	265	280	15
285	340	375	35	265	300	35
290	340	375	35	265	300	35
295	340	375	35	265	300	35
300	340	375	35	265	300	35

Average reductions Cordwood, 12.27%; Slabwood, 16.09%.

INITIAL MOTION.

By the
BOARD OF RAILROAD COMMISSIONERS OF THE STATE
STATE OF MONTANA.

vs.

NORTHERN PACIFIC RAILWAY COMPANY,
GREAT NORTHERN RAILWAY COMPANY,
CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY
COMPANY,
OREGON SHORT LINE RAILROAD COMPANY,
BUTTE, ANACONDA & PACIFIC RAILWAY COMPANY.
CHICAGO, BURLINGTON & QUINCY RAILROAD COM-
PANY,
YELLOWSTONE PARK RAILROAD COMPANY.

Hearing March 10th, 1909. Decided April 2, 1909.

Report and Order of the Commission.

Order Number 24.

Held that the rates on hay and straw under the present Class "E" rate is an excessive and unreasonable charge for such service for distances greater than forty-five miles.

Mr. W. H. Merriman, for Northern Pacific Ry. Co.

Mr. H. A. Jackson, for Great Northern Ry. Co.

Mr. R. F. Weeks, for C. M. & P. S. Ry. Co.

Mr. W. W. Johnston, for C. B. & Q. R. R. Co.

Report of the Commission.

E. A. Morley, B. T. Stanton, Dan Boyle, Commissioners.

In its investigation of the rates on hay and straw, the Commission has learned that there were a number of initial shipping points from which the commodity rate on hay to the large consuming markets appeared to be reasonable and just. The investigation also showed that in the absence of any commodity rate, the rate charged was that shown as Class "E" in the General Distance tariffs of the various railroads operating within the state. Further that there were some points from which certain commodity rates had been effective, which were, in the opinion of the Commission, excessive. Therefore, in compliance with the

law, and for their further information, notice of hearing was duly and regularly published on Feb. 18th, and hearing was had in the offices of the Commission March 10th, at which time were present in addition to the representatives of the various railroad companies as above, a number of hay shippers and producers.

From the testimony adduced at said hearing, and from information gathered by the Commission by an investigation of the charges for the transportation of hay by common carriers in other states where conditions are similar to those in Montana, we are convinced that the Class "E" rate as well as some of the commodity rates now in effect, are unreasonably high for the movement of this commodity.

ORDER OF THE COMMISSION.

IT IS THEREFORE ORDERED THAT the following schedule shall be the maximum rates charged by all railroad companies for the transportation of hay and straw, in car-loads, between any two points within the state of Montana, subject to the minimums and regulations herewith. Said schedule of rates to be used solely as a maximum distance rate for the distance shown, and in no case to be construed as cancelling or annulling any existing commodity rate on hay or straw, where such commodity rate is less than the rate shown by said maximum distance tariff.

MAXIMUM DISTANCE COMMODITY TARIFF ON HAY AND STRAW.

Applicable to all railroads operating within the state of Montana, and applying between all points on the Northern Pacific Railway, the Great Northern Railway, the C. M. & P. S. Railway, the Oregon Short Line Railroad, and points on the B. A. & P. Railway, on basis of joint distance.

MINIMUM WEIGHTS.

Cars	30' and under	16,000 lbs.
"	over 30' and not more than 32'	18,000 lbs.
"	over 32' and not more than 34'	19,000 lbs.
"	over 34' and not more than 36'	20,000 lbs.
"	over 36' and not more than 36' 6"	22,000 lbs.
"	over 36' 6" and less than 42'	24,000 lbs.
"	42' and over	30,000 lbs.

SECOND ANNUAL REPORT

Distance.	Rate.	Distance.	Rate.
10	3	15	4
20	4	25	5
30	6	35	6
40	7	45	7
50	7½	55	7½
60	8	65	8
70	8½	75	8½
80	9	85	9
90	9	95	10
100	10	105	10
110	11	115	11
120	11	125	12
130	12	135	12
140	12	145	13
150	13	155	13
160	13	165	14
170	14	175	14
180	14	185	15
190	15	195	15
200	15	205	16
210	16	215	16
220	16	225	17
230	17	235	17
240	17	245	18
250	18	255	18
260	18	265	19
270	19	275	19
280	19	285	20
290	20	295	20
300	20	310	21
320	21	330	21
340	22	350	22
360	22	370	23
380	23	390	23
400	24	410	24
420	24	430	25
440	25	450	25
460	26	470	26
480	26	490	27
500	27	510	27
520	28	530	28
540	28	550	29
560	29	570	29
580	30	590	30
600	30	610	31
620	31	630	31
640	32	650	33
660	33	670	33
680	34	690	34
700	34		

This tariff will become effective twenty days after the railroad effected thereby shall have received certified copy, and shall so remain in effect until the further order of this Commission.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated April 2, 1909.

(Signed) R. F. McLAREN, Secretary.

TABLE SHOWING REDUCTIONS, IN CENTS PER 100 POUNDS, ON HAY
AND STRAW (EXCEPT VIA OREGON SHORT LINE—SEE NOTE)
AFFECTED BY ORDER NO. 24.

Distance.	New Rate.	Old Rate via Gt. Nor. Ry.; Nor. Pac. Ry.; C. M. & P. S. Ry.	Reduction.	Old Rate via C. B. & Q. R. R.	Reduction.
10	3	3	..	4	1
15	4	4	..	5	1
20	4	4	..	6	2
25	5	5	..	7	2
30	6	6	..	8	2
35	6	6	..	9	3
40	7	7	..	9	2
45	7	7	..	10	3
50	7½	8	½	10	2½
55	7½	8	½	10	2½
60	8	9	1	11	3
65	8	9	1	11	3
70	8½	10	1½	11	2½
75	8½	10	1½	11	2½
80	9	10	1	11	2
85	9	11	2	12	3
90	9	11	2	12	3
95	10	12	2	12	2
100	10	12	2	12	2
105	10	12	2	13	3
110	11	13	2	13	2
115	11	13	2	14	3
120	11	14	3	14	3
125	12	14	2	14	2
130	12	14	2	14	2
135	12	15	3	15	3
140	12	15	3	15	3
145	13	16	3	16	3
150	13	16	3	16	3
155	13	16	3	Rates on C. B. & Q. R. R. do not extend beyond 150 miles.	
160	13	17	4		
165	14	17	4		
170	14	18	4		
175	14	18	4		
180	14	18	4		
185	15	19	4		
190	15	19	4		
195	15	20	5		
200	15	20	5		
205	16	20	4		
210	16	21	5		
215	16	21	5		
220	16	22	6		
225	17	22	5		
230	17	22	5		
235	17	23	6		
240	17	23	6		
245	18	24	6		
250	18	24	6		
255	18	24	6		
260	18	25	7		
265	19	25	6		
270	19	26	7		
275	19	26	7		
280	19	26	7		
285	20	27	7		
290	20	27	7		
295	20	28	8		
300	20	28	8		
305	21	28	7		
310	21	28	7		
315	21	29	8		

TABLE SHOWING REDUCTIONS ON HAY AND STRAW—(Continued).

Distance.	New Rate.	Old Rate via Gt. Nor. Ry.; Nor. Pac. Ry.; C. M. & P. S. Ry.	Reduction.	Old Rate via C. B. & Q. R. R.	Reduction.
320	21	29	8		
325	21	29	8		
330	21	29	8		
335	22	29	7		
340	22	30	8		
345	22	30	8		
350	22	30	8		
355	22	30	8		
360	22	30	8		
365	23	31	8		
370	23	31	8		
375	23	31	8		
380	23	31	8		
385	23	31	8		
390	23	32	9		
395	24	32	8		
400	24	32	8		
410	24	32	8		
420	24	33	9		
430	25	33	8		
440	25	34	9		
450	25	34	9		
460	26	34	8		
470	26	35	9		
480	26	35	9		
490	27	36	9		
500	27	36	9		
510	27	36	9		
520	28	37	9		
530	28	37	9		
540	28	38	10		
550	29	38	9		
560	29	38	9		
570	29	39	10		
580	30	39	9		
590	30	40	10		
600	30	40	10		
610	31	40	9		
620	31	41	10		
630	31	41	10		
640	32	42	10		
650	33	42	9		
660	33	42	9		
670	33	43	10		
680	34	43	9		
690	34	44	10		
700	34	44	10		
Average re- duction			23.59%		21.84%

Note: As the rates published by the Oregon Short Line R. R. on hay and straw between Montana stations were practically the same as the rates ordered effective by the Commission, that company's rates were reduced for a few distances only. Where rates of the Oregon Short Line were lower than those prescribed in Order of the Commission, such lower rates stand, as the Order prescribed maximum rates and not minimum rates.

INITIAL MOTION.

By the
BOARD OF RAILROAD COMMISSIONERS OF THE
STATE OF MONTANA.

vs.

NORTHERN PACIFIC RAILWAY COMPANY,
GREAT NORTHERN RAILWAY COMPANY,
CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY
COMPANY,
OREGON SHORT LINE RAILROAD COMPANY,
BUTTE, ANACONDA & PACIFIC RAILWAY COMPANY,
CHICAGO, BURLINGTON & QUINCY RAILROAD COM-
PANY,
YELLOWSTONE PARK RAILROAD COMPANY.

Hearing March 24th, 1909. Decided April 2nd, 1909.

Report and Order of the Commission.

Order Number 25.

Held, that the freight rates on lime rock from several of the quarries to the consuming points (generally to the smelters) were unequal, and in some instances unjust.

W. H. Merriman, for Northern Pacific Ry. Co.

H. A. Jackson, for Great Northern Ry. Co.

R. F. Weeks, for C. M. & P. S. Ry. Co.

E. C. Thomas, for B. A. & P. Ry. Co.

H. A. Bradt, for C. B. & Q. R. R. Co.

E. H. Lang, for Boston & Montana Copper and Silver Mining Company.

Report of the Commission.

E. A. Morley, Commissioner.

The complainant in this proceeding is the Pittsburgh & Montana Copper Company, Butte, Montana, but on account of other informal and verbal complaints, and because of the importance of the commodity, the hearing was called to cover the general situation.

The complaint of the Pittsburgh & Montana Copper Company alleges that the rate on lime rock from Lime Spur to Butte of 65c

per ton, a distance of 44 miles, is excessive and that a rate of 50c per ton should be made. Testimony was introduced by Mr. Merriman representing the Northern Pacific Railway, showing that by reason of empty car haul, car detention, and heavy grade movement, the rate of 65c per ton was not excessive, and in fact was scarcely remunerative. The complainants refusing to appear and controvert this testimony, it is held that the rate complained of is not unreasonable for the services performed.

Testimony was heard relating to shipments of lime rock from what is known as McClellan's Spur to East Helena for the American Smelting & Refining Company, under a traffic arrangement with the Northern Pacific Railway Company, which is apparently satisfactory.

E. H. Lang, local traffic manager for the Boston & Montana Copper & Silver Mining Company, was permitted to testify as an intervener, and complained that the rate on lime rock and stone from B. & M. Siding to Rainbow and Big Falls Spur, of 60c per ton, moving from B. & M. Siding to Great Falls in train loads, is excessive, and asked that a rate of 40c per ton be established.

The Great Northern Railway Company introduced evidence to show that 40c would be unreasonably low, and because of the fact that the cars are set out at Great Falls and picked up by another train, thus making an additional service, that there should be a difference between the rate B & M Siding to Black Eagle, and the rate to Rainbow and Big Falls Spur. The Commission sustains this contention, and believes that a rate of 45c per ton would be reasonable and just, cars to be loaded to their full visible capacity.

The rates on this commodity on other lines represented were not attacked, and therefore not disturbed.

Order of the Commission.

THEREFORE, at a session of the Board of Railroad Commissioners of the State of Montana, held at its offices in the Capitol Building, City of Helena, on the second day of April, 1909, present commissioners Morley, Boyle and Stanton, the above entitled subject matter was given careful and earnest consideration, and it is hereby ordered that the freight rate on lime rock and stone from Lime Spur to Butte via the Northern Pacific

Railway remain as at present, viz., 65c per ton, and that the rate on same commodity from B. & M. Siding to Rainbow and Big Falls Spur via the Great Northern Railway, be reduced from 60c to 45c per ton, said rate to become effective twenty days after the said Great Northern Railway Company shall have received a certified copy of this order, and said rate shall so remain in effect until the further order of this Commission.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated April 2, 1909.

(Signed) R. F. McLAREN, Secretary.

Office of the Board of Railroad Commissioners of the State of Montana.

**REGULATION TO MODIFY ORDER NO 24, DATED
APRIL 2nd, 1908.**

WHEREAS, on the second day of April, 1909, there was made and published according to law, a maximum distance tariff on hay and straw, applicable to all railroads operating within the state of Montana; said maximum distance tariff applying from points on the Northern Pacific Railway, the Great Northern Railway, the Chicago, Milwaukee & Puget Sound Ry., and the Oregon Short Line Railroad, to points on the Butte, Anaconda & Pacific Railway, on basis of joint distance, and

WHEREAS, since the date of the above described tariff there have been certain developments which make it appear to the Commission that that portion of the order making the tariff applicable jointly to points on the Butte, Anaconda & Pacific Railway, does not conserve the best interests of all parties thereto, and being fully convinced that in so doing the Board is considering fairly, the obligations of both the railroads and the people, hereby abrogates that portion of Order of the Commission Number 24, dated April 2nd, 1909, making the tariff promulgated under such order, apply on basis of joint distance to points on the B. A. & P. Ry., providing however, that nothing contained herein shall be construed as preventing any of the railroads referred to in paragraph one of this regulation, from making said maximum distance tariff apply jointly with the B. A. & P. Ry., if they so desire, and without reference to any order of this Commission.

THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF MONTANA.

Dated April 30th, 1909.

(Signed) R. F. McLAREN, Secretary.

FREIGHT RATES ON ORE.

On July 15th, 16th and 17th, 1908, a public hearing was held in the matter of ore rates in effect on the various lines of railroad in the State. No definite action was taken at that time, however, with regard to rates on the Great Northern Railway, there being many conditions bearing upon the subject on that line, which have required much time and consideration to fully investigate. During the interval of nearly ten months, many informal conferences have been held by the commission with the Traffic Department of the Great Northern Railway Company, and as a result of such conferences the following schedule of rates on ore and concentrates, minimum 40,000 lbs, was published on May 24th, retroactive to April 27th, 1909:

For schedule see following pages.

FROM		TO HELENA.			
	Valuation Per Ton.	Old Rate.	New Rate.	Reduction Per Ton.	Ad- vance.
Libby	\$ 60	\$5.00	\$3.45	\$1.55	\$....
	100	6.00	3.45	2.55	....
Black Eagle-Gt. Falls.....	15	1.57	1.20	.37	....
	25	2.07	1.20	1.87	....
	100	2.57	1.75	.82	....
Gerber	15	1.57	1.30	.27	....
	25	2.07	1.30	.77	....
	100	2.57	1.85	.72	....
Wayne	15	1.57	1.35	.22	....
	25	2.07	1.35	.72	....
	100	2.57	1.90	.67	....
Riceville	15	1.57	1.50	.07	....
	25	2.07	1.50	.57	....
	100	2.57	2.20	.37	....
Neihart	15	1.57	1.60	....	.03
	25	2.07	1.60	.47	....
	100	2.57	2.30	.27	....
Flood	15	1.57	1.20	.37	....
	25	2.07	1.20	.87	....
	100	2.57	1.75	.82	....
Ulm	15	1.57	1.10	.47	....
	25	2.07	1.10	.97	....
	100	2.57	1.65	.92	....
Riverdale	15	1.57	1.05	.52	....
	25	2.07	1.05	1.02	....
	100	2.57	1.60	.97	....
Cascade	15	1.57	1.00	.57	....
	25	2.07	1.00	1.07	....
	100	2.57	1.55	1.02	....
Hardy	15	1.57	.90	.67	....
	25	2.07	.90	1.17	....
	100	2.57	1.45	1.12	....
Mid Canon	15	1.57	.85	.72	....
	25	2.07	.85	1.22	....
	100	2.57	1.25	1.32	....
Craig	15	1.57	.75	.82	....
	25	2.07	.75	1.32	....
	100	2.57	1.15	1.42	....
Manila	75	1.57	1.10	.47	....
	100	2.57	1.10	1.47	....
Mitchell	75	1.57	1.00	.57	....
Silver	75	1.57	.80	.77	....
Iron	75	1.57	.80	.77	....
Easton	100	.75	.80	....	.05
Jefferson	100	.75	.80	....	.05
Corbin	100	.75	.95	....	.20
Wickes	100	.75	1.05	....	.30
Portal	35	1.00	.80	.20	....
	100	1.30	1.05	.25	....
Amazon	35	1.00	.80	.20	....
	100	1.30	1.05	.25	....
Boulder	35	1.00	.85	.15	....
	100	1.30	1.10	.20	....
Fuller	35	1.00	.85	.15	....
	100	1.30	1.10	.20	....
Basin	35	1.00	.95	.05	....
	100	1.30	1.20	.10	....
Elk Park	35	1.00	1.00	....	....
	100	1.30	1.25	.05	....
Butte	35	1.00	1.20	....	.20
	100	1.30	1.55	....	.25

FROM	TO BUTTE.				
	Valuation Per Ton.	Old Rate.	New Rate.	Reduction Per Ton.	Ad- vance.
Black Eagle	\$ 25	\$3.00	\$1.65	\$1.35	\$....
	100	3.50	2.35	1.15	....
Great Falls	25	3.00	1.65	1.35	....
	100	3.50	2.35	1.15	....
Gerber	25	3.00	1.70	1.30	....
	100	3.50	2.40	1.10	....
Swift	25	3.00	1.70	1.30	....
	100	3.50	2.30	1.10	....
Wayne	25	3.00	1.80	1.20	....
	100	3.50	2.50	1.00	....
Belt	25	3.00	1.85	1.15	....
	100	3.50	2.55	.95	....
Armington	25	3.00	1.85	1.15	....
	100	3.50	2.55	.95	....
Goodman	25	3.00	1.85	1.15	....
	100	3.50	2.55	.95	....
Riceville	25	3.00	1.85	1.15	....
	100	3.50	2.55	.95	....
Monarch	25	3.00	2.00	1.00	....
	100	3.50	2.70	.80	....
Neihart	25	3.00	2.00	1.00	....
	100	3.50	2.70	.80	....
Flood	25	3.00	1.65	1.35	....
	100	3.50	2.35	1.15	....
Ulm	25	3.00	1.60	1.40	....
	100	3.50	2.30	1.20	....
Riverdale	25	3.00	1.50	1.50	....
	100	3.50	2.20	1.30	....
Cascade	25	3.00	1.50	1.50	....
	100	3.50	2.20	1.30	....
Hardy	25	3.00	1.50	1.50	....
	100	3.50	2.20	1.30	....
Mid Canon	25	3.00	1.35	1.65	....
	100	3.50	1.90	1.60	....
Craig	25	3.00	1.30	1.70	....
	100	3.50	1.85	1.65	....
Wolf Creek	25	1.50	1.30	.20	....
	100	2.50	1.85	.65	....
Manila	25	1.50	1.30	.20	....
	100	2.50	1.85	.65	....
Mitchell	25	1.50	1.25	.25	....
	100	2.50	1.80	.70	....
Silver	25	1.50	1.20	.30	....
	100	2.50	1.75	.75	....
Iron	25	1.50	1.10	.40	....
	100	2.50	1.65	.85	....
*Helena, see note.					
Easton	10	1.00	1.00	....	....
	100	2.50	1.55	.95	....
Montana City	100	2.50	1.45	.95	....
Clancy	25	1.00	.90	.10	....
	100	2.50	1.45	.95	....
Moxon	25	1.00	.85	.15	....
	100	2.50	1.25	1.25	....
Jefferson	25	1.00	.85	.15	....
	100	2.50	1.25	1.25	....
Corbin	25	1.00	.80	.20	....
	100	2.50	1.20	1.30	....
Wickes	25	1.00	.80	.20	....
	100	2.50	1.20	1.30	....
Portal	25	1.00	.80	.20	....
	100	2.50	1.20	1.30	....
Amazon	25	1.00	.80	.20	....
	100	2.50	1.20	1.30	....
Boulder	25	1.00	.70	.30	....
	100	2.40	1.10	1.30	....
Fuller	25	1.00	.70	.30	....
	100	2.40	1.10	1.30	....
Basin	25	1.00	.65	.35	....
	100	2.00	1.05	.95	....
Bernice	25	1.00	.65	.35	....
	100	2.00	1.05	.95	....
Elk Park	25	1.00	.50	.50	....
	100	2.00	.80	1.20	....

*Under the old adjustment the rates on iron ore from Helena to Butte were as follows:

SECOND ANNUAL REPORT

Valuation	\$ 10	\$1.00
Valuation	50	1.20
Valuation	100	1.40
The new rates on any kind of ore or concentrates are as follows:		
Valuation	\$ 25	\$1.00
Valuation	35	1.20
Valuation	50	1.45
Valuation	100	1.55
Over	100	1.75

FROM		TO BLACK EAGLE.			
	Valuation Per Ton.	Old Rate.	New Rate.	Reduction Per Ton.	Ad- vance.
Neihart	\$ 50	\$1.00	\$1.00	\$....	\$....
	100	1.50	1.30	.20	....
Flood	25	1.00	.50	.50	....
Riverdale	25	1.00	.50	.50	....
Cascade	25	1.00	.60	.40	....
Hardy	25	1.00	.70	.30	....
Mid Canon	25	1.00	.75	.25	....
Craig	25	1.00	.85	.15	....
Wolf Creek	25	1.00	.90	.10	....
Manila	25	1.00	.90	.10	....
Mitchell	25	1.00	1.00	....	....
Silver	25	1.00	1.10	....	.10
Iron	25	1.00	1.20	....	.20
Helena	25	1.00	1.20	....	.20

RULES AND REGULATIONS RELATIVE TO SAFETY APPLIANCES.

Under and by virtue of Chapter 136, Laws of 1909, it is, by the Railroad Commission of the State of Montana, hereby ordered:

Section 1. That from and after June 10, 1909, all common carriers engaged in the transportation of passengers and property, by rail within the state of Montana, shall not use on its lines any locomotive engine not equipped with a power driving wheel brake, and appliances for operating the train brake system; and no common carrier shall, after said date, run or operate any train in such traffic that has not at least 75% of the cars in said train equipped and operated with power or train brakes, that the engineer on the locomotive drawing such train can control its speed without requiring brakeman to use common hand brakes for that purpose.

Section 2. That from and after June 10, 1909, all cars used by such common carriers within the state, shall be equipped with efficient and sufficient hand brakes.

Section 3. That from and after June 10, 1909, all such common carriers so operating in the state of Montana, shall equip all cars with automatic couplers which will couple automatically by impact, and there shall be applied and maintained uncoupling mechanism whereby said cars may be separated without the necessity of men going between the ends of the cars. The maximum height of such automatic couplers on standard gauge roads, shall be 34½ inches, measured from the level of the tops of the rails to the center of the drawbar. On narrow gauge roads the maximum height shall be 26 inches, measurement being made the same as for standard gauge roads. Greatest variation from such maximum standard height is 3 inches, thereby making the minimum from level of top of rails to center of drawbar, 31½ inches on standard gauge and 23 inches on narrow gauge roads.

Section 4. From and after June 10, 1909, all such common carriers so operating in the state of Montana, shall equip all cars with secure grab irons or hand holds in the ends, sides and roof of each car, to provide greater safety.

Section 5. It is hereby further ordered that from and after June 10, 1909, all safety appliances hereinabove provided for, shall be at all times maintained in perfect condition and whenever from any defect or breakage, the efficiency of any of the

said appliances is lessened, the same shall be repaired or new appliances installed before passing next repair point.

Section 6. The word "car" as herein used, is a term of general application, and refers to any and all vehicles running on rails in the operation of such railroads, including locomotive, tenders, cabooses, freight and passenger cars, steam shovels and other rolling stock.

Defects in Couplers and Parts.

1. Coupler body broken.
2. Knuckle broken.
3. Knuckle pin broken.
4. Lock block broken.
5. Lock block bent. (See Foot Note A).
6. Lock block wrong. (See Foot Not A).
7. Knuckle pin wrong. (See Foot Note A).
8. Lock block worn. (See Foot Note B).
- 9a. Coupler worn (as per M. C. B. Limit gauge, See Foot Note B).
- 9b. Knuckle worn (as per M. C. B. Limit gauge, See Foot Note B).
10. Guard arm short.
- 11a. Knuckle missing.
- 11b. Lock block missing.
- 11c. Knuckle pin missing.
- 11d. Lock block key missing.
- 11e. Lock block trigger missing.
- 11f. Lock set missing.
12. Lock block inoperative.
13. Knuckle pin bent.

Foot Notes.

(a) Numbers 5, 6, and 7 are defects only when interfering with safe operation.

(b) Numbers 8, 9a and 9b are defects only when worn sufficiently to destroy contour line by allowing lost motion to approach the danger point as shown by M. C. B. Limit Gauge.

Defects in Uncoupling Mechanism.

14. Lock link broken.
21. Uncoupling level broken.
22. Uncoupling chain broken.
23. End lock or casting broken.

- 23x. End lock or casting incorrectly applied.
- 24. Keeper broken.
- 24x. Keeper incorrectly applied.
- 25. Uncoupling lever bent. (See Foot Note A).
- 26. Uncoupling chain too short.
- 27. Uncoupling chain too long.
- 28. End lock or casting loose. (See Foote Note B).
- 29. Keeper loose. (See Foot Note B).
- 30. End lock or casting wrong. (See Foot Note C).
- 31. Keeper wrong. (See Foot Note C).
- 32a. Uncoupling lever incorrectly applied. (See Foot Note D).
- 32b. Uncoupling lever wrong. (See Foot Note E).
- 33a. Uncoupling lever missing.
- 33b. End lock or casting missing.
- 33c. Keeper missing.
- 33d. Uncoupling chain missing.
- 33h. Lock link missing.
- 34. Uncoupling chain linked.
- 35. End lock or casting bent.
- 36. Keeper bent.
- 39. Angle clip loose.

Foot Notes.

(a) Number 25 is a defect when interfering with proper operation of uncoupling lever.

(b) Numbers 28 and 29 are defects when the proper operation of the uncoupling mechanism is interfered with.

(c) Numbers 30 and 31 are defects when interfering with proper operation of any uncoupling lever.

(d) Number 32a under this head includes all uncoupling levers, which are too close to car, or parts of car; give details.

(e) Number 32b, under this head includes all uncoupling levers, which are too long or too short; give details.

Defects in Visible Parts of Air Brake.

- 41. Triple valve casting defective.
- 42. Reservoir casting defective.
- 43. Cylinder casting defective.
- 44. Cut out cock defective. (Give particulars).
- 45a. Release cock defective.
- 45b. Release rod broken.

- 46. Angle cock defective.
- 47a. Train pipe broken.
- 47b. Train pipe loose.
- 48. Cross over pipe defective.
- 49. Air hose defective.
- 50. Air hose gasket defective.
- 51. Power brake rigging defective. (Specify part).
- 52. Retaining valve defective. (Give particulars).
- 53. Retaining pipe defective. (Give particulars).
- 54a. Pump missing.
- 54b. Driving wheel brake missing.
- 54c. Triple valve missing.
- 54d. Train pipe bracket missing.
- 54e. Cut out cock handle missing.
- 54f. Hose missing.
- 54g. Hose gasket missing.
- 54h. Angle cock missing.
- 54i. Angle cock handle missing.
- 54k. Retaining pipe missing.
- 54l. Retaining valve missing.
- 54m. Release cock missing.
- 54n. Release rod missing.
- 55. Air brake cut out.
- 56. Cylinder and triple not cleaned within 12 months. (Give date of last cleaning, or if no date is stenciled on cylinder or triple valve, use words "no date.")
- 57. Power driving wheel brake, locomotive not equipped with.
- 58. Power train brakes, locomotive not equipped with appliances for operating.
- 65. Cylinder loose.
- 66. Reservoir loose.
- 70. Air hose coupling defective. (Give particulars).

Defects in Hand Holds.

- 81. End hand hold missing.
- 81x. Side hand hold missing.
- 82. Hand holds incorrectly applied. (See Foot Note A).
- 83. Hand hold bent.
- 84. Hand hold broken.
- 85. Hand hold loose.

Foot Notes.

(a) Application of hand holds and grab irons should be governed by recommended practice of the M. C. B. Association, so far as it complies with the safety appliance acts of Congress.

Standard location of these parts is essential for safe operation at all times, and especially at night.

Defects in Height of Couplers.

- 91. Coupler too high; empty car.
- 92. Coupler too low; empty car.
- 93. Coupler too low; loaded car.
- 94. Coupler too high; loaded car.
- 95. Carrier iron loose.

Defects in Steps.

- 96. Sill step bent.
- 97. Sill step loose.
- 98. Sill step broken.
- 99. Sill step incorrectly applied.
- 100. Sill step missing.

Defects in Ladders.

- 110. Ladder round bent.
- 111. Ladder round broken.
- 112. Ladder round loose.
- 113. Ladder round missing.
- 114. Ladder incorrectly applied. (Give particulars).
- 115. Ladder loose.

Hand Brakes.

Standard of the M. C. B. Association for the protection of train men, May, 1909.

Defects in Hand Brakes.

- 130. Brake shaft missing.
- 131. Brake shaft bottom broken.
- 132. Brake shaft bent. (See Foot Note A).
- 133. Brake wheel missing.
- 134. Brake wheel loose.
- 135. Brake wheel broken.
- 136. Ratchet wheel missing.
- 137. Ratchet wheel broken.
- 138. Ratchet wheel incorrectly applied.
- 139. Ratchet wheel loose. (See Foot Note B).

- 140. Nut or cotter missing, either end of brake shaft.
- 141. Brake pawl missing.
- 142. Brake pawl loose. (See Foot Note C).
- 143. Brake pawl inoperative.
- 144. Brake chain missing.
- 145. Brake chain broken.
- 146. Brake chain disconnected.

Foot Notes.

(a) Number 132 is a defect when unsafe or interfering with proper working of brake.

(b) Number 139 is a defect when interfering with the proper holding or operation of brake.

(c) Number 142 is a defect when interferring with the proper operation of the brake.

Defects in Roof Hand Holds.

- 119. Roof hand hold bent.
- 120. Roof hand hold incorrectly applied.
- 121. Roof hand hold loose.
- 122. Roof hand hold missing.
- 123. Roof hand hold broken.
- 124. Top hand hold incorrectly applied.
- 125. Top hand hold loose.
- 126. Top hand hold missing.
- 127. Top hand hold broken.

Office of the State Board of Railroad Commissioners of the State of Montana.

**REGULATION TO GOVERN THE ISSUANCE AND
TRANSMITTAL OF TARIFFS, SUPPLE-
MENTS OR AMENDMENTS
THERE TO.**

WHEREAS, it is the practice of some of the railroad companies operating within this state, to issue tariffs, supplements or amendments thereto, making the same effective on intrastate shipments immediately, or at an early date, without first having obtained the approval of this Commission, resulting in many instances in requiring the tariff to be reissued or amended owing to objectionable features contained therein; and to obtain the views of the different railroad companies on this subject, a general letter was on May 17th, 1909, addressed to representatives of the various Traffic Departments, submitting for their consideration, a suggested plan to take care of the difficulty heretofore experienced. The Commission has received replies from a greater portion, but not all of the lines interested, and at an informal conference held in this office June 9th, the subject was generally discussed and agreed that the objections of the Commission to the present methods were logically warranted, and that a uniform practice be inaugurated whereby all lines of railroad would be governed.

THEREFORE, effective on and after July 1st, 1909, authority of this Commission must be obtained before any tariffs, supplements or amendments thereto shall be distributed to agents or others, such authority may be obtained by submitting proof copy in duplicate, by letter, by telegraph, or by telephone if put in writing as a matter of record, and the issue will become effective twenty days from date of such authorization except that an earlier date effective may be named to protect emergency cases when so requested in the application by the carrier company. It must be understood, however, that no authorization, will be considered as given, by implication; all rules, regulations, minimums, etc., must be specifically mentioned, and the Commission will hold as an unlawful issue, any tariff, supplement, or amendment which is not handled in accordance with this regulation, on and after the first day of July, 1909.

THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF MONTANA.

Dated June 10, 1909.

(Signed) R. F. McLAREN, Secretary.

BEFORE THE RAILROAD COMMISSION OF MONTANA.

**In the Matter of Adopting Western Classification No. 46, to
Apply on Montana Intrastate Shipments.**

Hearing June 9th, 1909. Decided June 9th, 1909.

Report of the Commission.

Western Classification Number 45, issued November 1st, 1908, was rejected by this Commission on account of certain advances made therein, chiefly minimum carload weights; since which time Classification Number 44 has been the official issue in use on Montana state business.

Represented:

B. A. & P. Ry., by E. C. Thomas.

C. M. & P. S. Ry. & Montana R. R., by O. P. Kellogg.

C. B. & Q. R. R., by W. W. Johnston.

Northern Pacific Ry., by W. H. Merriman.

Great Northern Ry., by H. A. Jackson.

O. S. L. R. R., by F. D. Wilson.

Commissioners: E. A. Morley, B. T. Stanton, D. Boyle.

The Commission proposed to the Railroad Companies in November last, that Western Classification Number 45 be adopted in this state, with certain exceptions thereto as above. Some but not all of the railroad companies were agreeable to this suggestion, and after much correspondence and controversy, it was agreed that rather than have in use a classification supplemented by a list of exceptions, number 44 would continue in effect.

On May 23rd, Mr. H. A. Jackson, A. G. F. & P. A., Great Northern Railway, complained that the use of classification 44 was becoming burdensome on account of its antiquity and being out of print and suggested that a hearing be called for the purpose of considering the propriety of adopting the current classification, Number 46, in Montana. Accordingly an informal conference was held on June 9th, in the offices of the Commission, the various lines of railroad being represented as per this report.

It was found that Western Classification Number 46 had remedied to a very great extent the objections made by this Board to Classification Number 45 in November last, thus substantiating the position taken by the Commission at that time, that the advances were unwarranted and unjust. Other differ-

ences not rectified in Classification 46 were considered as not material in their application to strictly intrastate movements; it was therefore moved and carried that Classification Number 46 be adopted, effectively July 15th, 1909.

THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF MONTANA.

Dated June 11th, 1909.

(Signed) R. F. McLAREN, Secretary.

BEFORE THE RAILROAD COMMISSION OF MONTANA.

In the Matter of an Adjustment of Coal Rates to Certain Territory.

Hearing April 14, 1909. Continued April 29, 1909. Decided July 1, 1909.

REPORT AND ORDER OF THE COMMISSION.

Order Number 26.

Report of the Commisison.

Many complaints having been made against the prevailing freight rates on soft coal from various mines within the state, principally located in Carbon County, a public hearing was duly and regularly called on March 27th, and held on April 14th, 1909, to consider any phase of rates, intrastate, on this commodity.

H. S. Hopka, Supt., Bear Creek Coal Co.; John Maxey, Mngr., Maxey Bros. Coal Co.; J. F. Brophy, Supt. S. & S. Coal Co.; Henry Rozetta, Supt, International Coal Co.; W. W. Worthington, Supt., Mont. Coal & Iron Co.; J. W. Anderson, Leasee, Mountain House Coal Property, Hoffman, Mont.

Complainants.

A. L. Love, coal dealer, Bozeman; J. M. Flint, coal dealer, Bozeman, Logan and Three Forks, Mont.; J. G. Brown, Counsel, Northern Pacific Ry.; I. Parker Veazey, counsel, Great Northern Ry.; M. S. Gunn, counsel, C. M. & P. S. Ry.; W. H. Merriman, D. F. & P. A. Northern Pacific Ry.; H. A. Jackson, A. G. F. & P. A., G. N. Ry.; O. P. Kellogg, Representative of Traffic Dept., C. M. & P. S. Ry.; H. A. Bradt, Gen'l Agent, C. B. & Q. R. R.; F. D. Wilson, G. F. & P. A., O. S. L. R. R.; (Yellowstone Park R. R. was not represented).

For defendants.

E. A. Morley, B. T. Stanton, D. Boyle.

Commissioners.

In this proceeding the preponderance of testimony substantiated the contention of complainants that while the freight rates on coal to some certain points, namely, the markets of large consumption, or to compete with foreign coal at competitive points,

were not excessive, the rates to intermediate stations, had not been consistently graduated and were, therefore, relatively too high.

Further, that the more distant points in the state were compelled to pay a much higher rate proportionately than even the "intermediate" stations referred to above, and for which there appeared to be no good basis of reasoning other than the contention that to such localities coal moved in small quantities only.

Further, that the Bear Creek coal fields located in Carbon County on the line of the Yellowstone Park **Railroad**, is much handicapped on account of their product being transported, with some few exceptions, on two or more local rates, resulting in practically prohibiting this coal to be placed on the Montana market in competition with other mines.

Further, that the mines located in Gallatin county, on the line of the Yellowstone Park **Railway**, (commonly known as the Trail Creek Road) connecting with the main line of the Northern Pacific at Chestnut, Montana, are obliged to pay an excessive arbitrary over the Chestnut rate, considering the service performed by the Yellowstone Park **Railway**.

ORDER.

NOW THEREFORE, having taken into consideration all of the facts submitted, and having in addition thereto made much personal investigation of the physical and other conditions existing, it is the opinion of this Commission and it is hereby ordered that for the future, effective August first, nineteen hundred nine, and until the further order or approval of this Board, the schedule of local rates on the Northern Pacific Railway, copy of which is hereto attached and is made a part of this order, shall be the rates used and applied on all local shipments of coal in carloads, and the said Northern Pacific Railway Company will accept as a proportional rate, ten cents per ton of 2,000 pounds, less than the said local rates, on all coal in carloads delivered to them at Bridger, Montana, by the Yellowstone Park Railroad.

That the local rate from points on the Yellowstone Park **Railroad**, to Belfry and Bridger, Montana, shall be fifty cents per ton of 2,000 pounds, and the said Yellowstone Park Railroad will accept as a proportional rate, thirty-five cents per ton on coal in carloads, destined to points beyond their own line; such shipments to be billed locally to Bridger, unless the participating carrier companies mutually agree upon through billing.

That the local rate from points on the Yellowstone Park Railway, to Chestnut, Montana, shall be thirty-seven and one-half cents per ton of 2,000 pounds, and the said Yellowstone Park Railway will accept as a proportional rate, twenty-five cents per ton on coal in carloads, destined to points beyond their own line; such shipments to be billed locally to Chestnut, unless the participating carrier companies mutually agree upon through billing.

The Secretary is directed to serve upon the Northern Pacific Railway Company, the Yellowstone Park Railway Company, and the receivers of the Yellowstone Park Railroad Company, a true and certified copy of this report and order.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated July 9, 1909.

(Signed) R. F. McLAREN, Secretary.

	From Red Lodge, Bridger, Wilsey or Fromberg.	From Electric.	From Chestnut.
TO	Rate.	Rate.	Rate.
Wibaux	\$2.10	\$....	\$....
Hodges	2.05	....	....
Allard ..	2.00	....	....
Glendive	1.95	....	....
Colgate	1.95	....	....
Marsh	1.85	....	....
Fallon	1.80	....	....
Terry	1.75	....	....
Blatchford	1.70	....	....
Shirley	1.65	....	....
Tusler	1.60	....	....
Miles City	1.55	....	....
Horton	1.50	....	....
Hathaway	1.45	....	....
Rosebud	1.40	....	....
Forsyth	1.35	....	....
Howard	1.30	....	....
Sanders	1.25	....	....
Myers	1.20	....	....
Big Horn	1.15	....	....
Custer	1.10	....	....
Bull Mountain	1.05	....	....
Newton	.95	....	....
Huntley	.90	....	....
Billings	.75	1.35	1.20
Laurel	.70	1.25	1.10
Silesia	*.60	....	....
Red Lodge	1.00	....	....
Park City	.80	1.25	1.05
Rapids	.85	1.20	1.00
Columbus	.90	1.25	1.00
Merrill	.95	1.10	.95
Reed Point	.95	1.05	.90
Greycliffe	1.05	1.00	.85
Big Timber	1.10	.95	.80
Springdale	1.15	.85	.70
Mission	1.20	.80	.60
Livingston	1.25	.75	.60
Brisbin	1.30	.70	.60
Emigrant	1.40	.60	.70
Electric	1.50	....	.85
Gardiner	1.55	.50	.85
Chestnut	1.35	.85	....
Bozeman	1.40	.90	.50
Belgrade	1.45	.95	.50
Central Park	1.45	.95	.60
Manhattan	1.50	1.00	.60
Logan	1.50	1.00	.70
Trident	1.55	1.05	.76
Lombard	1.60	1.10	.80
Toston	1.65	1.15	.85
Townsend	1.65	1.20	.90
Winston	1.65	1.25	.95
P. P. Junction	1.65	1.25	1.00
Helena	1.65	1.25	1.00
Three Forks	1.55	1.05	.70
Sappington	1.60	1.10	.80
Jefferson Island	1.65	1.15	.85
Whitehall	1.65	1.20	.85
Waterloo	1.75	1.25	.90
Twin Bridges	1.85	1.35	1.00
Sheridan	1.90	1.40	1.05
Alder	1.95	1.45	1.10
Harrison	1.65	1.15	.80
Norris	1.70	1.20	.90
Pony	1.70	1.20	.85
Pipestone	1.65	1.25	.90
Butte	1.65	1.25	1.00
Silver Bow	1.80	1.40	1.05
Durant	1.95	1.45	1.10
Warm Springs	2.00	1.50	1.15
Deer Lodge	2.05	1.55	1.25
Garrison	2.10	1.60	1.30
Kesslers	1.65	1.25	1.00

SECOND ANNUAL REPORT

	From Red Lodge, Bridger, Wilsey or Fromberg.	From Electric.	From Chestnut.
TO	Rate.	Rate.	Rate.
Ft. Harrison	1.75	1.35	1.10
Rimini	1.95	1.45	1.15
Boulder	2.05	1.55	1.20
Elkhorn	2.15	1.65	1.30
Clough Junction	1.90	1.45	1.10
Cruse	1.95	1.45	1.15
Marysville	2.00	1.50	1.15
Austin	2.00	1.45	1.10
Blossburg	2.00	1.50	1.15
Elliston	2.00	1.55	1.20
Avon	2.05	1.55	1.25
Blackfoot	2.10	1.60	1.30
Gold Creek	2.15	1.65	1.35
Drummond	2.20	1.75	1.40
Bennet	2.25	1.85	1.50
Philipsburg	2.25	1.85	1.50
Hell Gate	2.25	1.75	1.45
Bearmouth	2.30	1.80	1.45
Nimrod	2.30	1.85	1.50
Bonita	2.35	1.85	1.55
Clinton	2.40	1.90	1.55
Bonner	2.45	1.95	1.60
Missoula	2.45	2.00	1.65
Lo Lo	2.55	2.05	1.70
Florence	2.55	2.10	1.75
Stevensville	2.60	2.15	1.80
Victor	2.65	2.15	1.85
Woodside	2.70	2.20	1.85
Hamilton	2.70	2.25	1.90
Darby	2.85	2.30	2.00
DeSmet	2.50	2.00	1.70
Frenchtown	2.55	2.05	1.75
Lothrop	2.60	2.15	1.80
Fish Creek	2.70	2.20	1.90
Iron Mountain	2.80	2.30	1.95
St. Regis	2.90	2.35	2.05
Henderson	3.00	2.45	2.10
Saltese	3.00	2.45	2.15
Lookout	3.00	2.55	2.25
Evaro	2.55	2.10	1.75
Schley	2.55	2.10	1.75
Arlee	2.60	2.15	1.80
Ravalli	2.65	2.20	1.85
Dixon	2.70	2.20	1.90
McDonald	2.75	2.25	1.90
Perma	2.80	2.30	1.95
Olive	2.85	2.30	2.00
Paradise	2.90	2.35	2.00
Plains	2.80	2.40	2.05
Eddy	3.00	2.40	2.10
Thompson Falls	3.10	2.45	2.15
White Pine	3.15	2.55	2.25
Trout Creek	3.20	2.60	2.30
Noxon	3.30	2.70	2.35
Heron	3.35	2.80	2.40

*Rate applies from Red Lodge only; rate from Bridger, Wilsey or Fromberg to Silesia 50c per ton.

Coal, carloads, Bridger to Fromberg50c per ton

Rates from Electric apply on coal and coke.

MINIMUM WEIGHTS.

In Cars	Minimum weight will be
Cars of not over 40,000 lbs. capacity.....	**40,000 lbs.
Cars of over 40,000 lbs. capacity.....	10% less than marked capacity of car, but not more than 72,000 lbs.
Ore, coal or gondola cars used at car- riers convenience.....	Actual weight when loaded to full visible capacity.

**Unless marked capacity of cars is less, in which event marked capacity of car will govern, except in case of cars with a marked capacity of 28,000 lbs., on which a minimum weight of 26,000 lbs. will be observed.

RAILROAD COMMISSION OF MONTANA.

71

TABLE SHOWING REDUCTION IN CENTS PER TON, AFFECTED BY ORDER NO. 26 IN COAL RATES ON THE NORTHERN PACIFIC RAILWAY AND THE YELLOWSTONE PARK RAILROAD.

TO	FROM											
	Wilsey, Fromberg, Red Lodge, Bridger			Electric			Chestnut			Bearcreek		
	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.
Wibaux	210	250	40	....	....	....	....	....	....	235	300	65
Hodges	205	250	45	....	....	....	....	....	....	230	300	70
Allard	200	250	50	....	....	....	....	....	....	225	300	75
Glendive	195	225	30	....	....	....	....	....	....	220	275	55
Colgate	195	225	30	....	....	....	....	....	....	220	275	55
Marsh	185	225	40	....	....	....	....	....	....	210	275	65
Fallon	180	225	45	....	....	....	....	....	....	205	275	70
Terry	175	200	25	....	....	....	....	....	....	200	250	50
Blatchford	170	200	30	....	....	....	....	....	....	195	250	55
Shirley	165	200	35	....	....	....	....	....	....	190	250	60
Tusler	160	200	40	....	....	....	....	....	....	185	250	65
Miles City	155	175	20	....	....	....	....	....	....	180	225	45
Horton	150	175	25	....	....	....	....	....	....	175	225	50
Hathaway	145	175	30	....	....	....	....	....	....	170	225	55
Rosebud	140	175	35	....	....	....	....	....	....	165	225	60
Forsyth	135	175	40	....	....	....	....	....	....	160	225	65
Howard	130	175	45	....	....	....	....	....	....	155	225	70
Sanders	125	175	50	....	....	....	....	....	....	150	225	75
Myers	120	175	55	....	....	....	....	....	....	145	225	80
Big Horn	115	165	50	....	....	....	....	....	....	140	215	75
Custer	110	150	40	....	....	....	....	....	....	135	200	65
Bull Mountain	105	150	45	....	....	....	....	....	....	130	200	70
Newton	95	150	55	....	....	....	....	....	....	120	200	80
Huntley	90	125	35	....	....	....	....	....	....	115	175	60
Billings	75	75	....	135	150	15	120	150	30	100	125	25
Laurel	70	75	5	125	150	25	110	150	40	95	125	30
Silesia	*60	75	15	....	....	....	....	....	....	....	....	....
Red Lodge	100	100	....	....	....	....	....	....	....	....	....	....
Park City	80	125	45	125	150	25	105	150	45	105	175	70
Rapids	85	125	40	120	150	30	100	150	50	110	175	65
Columbus	90	125	35	115	150	35	100	150	50	115	175	60
Merrill	95	125	30	110	150	40	95	150	55	120	175	55
Reed Point	95	125	30	105	150	45	90	150	60	120	175	55
Grey Cliff	105	130	25	100	150	50	85	150	65	130	180	50
Big Timber	110	135	25	95	150	55	80	125	45	130	180	50
Springdale	115	135	20	85	150	65	70	100	30	140	185	45
Mission	120	135	15	80	150	70	60	100	40	145	185	40
Livingston	125	135	10	75	75	....	50	75	25	150	185	35
Brisbin	130	150	20	70	75	5	60	100	40	155	200	45
Emigrant	140	150	10	60	75	15	70	100	30	165	200	35
Electric	150	165	15	....	....	....	85	150	65	175	215	40
Gardiner	155	165	10	50	60	10	85	150	65	180	215	35
Chestnut	135	150	15	85	125	40	....	....	....	160	200	40
Bozeman	140	150	10	90	125	35	50	60	10	165	200	35
Belgrade	145	155	10	95	125	30	50	85	35	170	200	30
Central Park	145	155	10	95	125	30	60	95	35	170	200	30
Manhattan	150	155	5	100	125	25	60	100	40	175	200	25
Logan	150	155	5	100	125	25	70	100	30	175	200	25
Trident	155	165	10	105	125	20	70	100	30	180	200	20
Lombard	160	165	5	110	125	15	80	100	20	185	200	15
Toston	165	165	....	115	125	10	85	100	15	190	200	10
Townsend	165	165	....	120	125	5	90	100	10	190	200	10
Winston	165	165	....	125	125	....	95	100	5	190	200	10
P. P. Junction	165	165	....	125	125	....	100	100	....	190	200	10
Helena	165	165	....	125	125	....	100	100	....	190	200	10
Three Forks	155	165	10	105	125	20	70	100	30	180	200	20
Sappington	160	165	5	110	125	15	80	100	20	185	200	15

SECOND ANNUAL REPORT

TABLE SHOWING REDUCTION IN CENTS PER TON, AFFECTED BY ORDER NO. 26 IN COAL RATES ON THE NORTHERN PACIFIC RAILWAY AND THE YELLOWSTONE PARK RAILROAD—(Continued).

TO	FROM											
	Wilsey, Fromberg, Red Lodge, Bridger.			Electric.			Chesnut.			Bear Creek.		
	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.
Cardwell	165	165	.....	115	125	10	85	100	15	190	200	10
Whitehall	165	165	.....	120	125	5	85	100	15	190	200	10
Waterloo	175	190	15	125	175	50	90	125	35	200	240	40
Twin Bridges	185	190	5	135	175	40	100	125	25	210	240	30
Sheridan	190	205	15	140	190	50	105	140	35	215	255	40
Alder	195	220	25	145	205	60	110	155	45	220	270	50
Harrison	165	190	25	115	150	35	80	115	35	190	240	50
Norris	170	190	20	120	150	30	90	115	25	195	240	45
Pony	170	190	20	120	150	30	85	115	30	195	240	45
Pipestone	165	165	.....	125	125	.....	90	100	10	190	200	10
Butte	165	165	.....	125	125	.....	100	100	.....	190	200	10
Silver Bow	180	200	20	140	175	35	105	125	20	205	230	25
Durant	195	200	5	145	175	30	110	125	15	220	230	10
Warm Springs	200	200	.....	150	175	25	115	125	10	225	250	25
Deer Lodge	205	225	20	155	175	20	125	150	25	230	275	45
Garrison	210	225	15	160	225	65	130	185	55	235	275	40
Kesslers	165	165	.....	125	†	†	100	†	†	190	200	10
Fort Harrison	175	†	†	135	†	†	110	†	†	200	**	.....
Rimini	195	225	30	145	225	80	115	165	50	220	275	55
Boulder	205	210	5	155	210	55	120	125	5	230	260	30
Elkhorn	215	225	10	165	225	60	130	150	20	240	275	35
Clough Junction	190	220	30	145	220	75	110	150	40	215	270	55
Cruse	195	225	30	145	225	80	115	165	50	220	275	50
Marysville	200	225	25	150	225	75	115	165	50	225	275	50
Austin	200	220	20	145	220	75	110	150	40	225	270	45
Blossburg	200	225	25	150	225	75	115	165	50	225	275	50
Elliston	200	225	25	155	225	70	120	185	65	225	275	50
Avon	205	225	20	155	225	70	125	185	60	230	275	45
Blackfoot	210	225	15	160	225	65	130	185	55	235	275	40
Gold Creek	215	225	10	165	225	60	135	185	50	240	275	35
Drummond	220	225	5	175	225	50	140	185	45	245	275	30
Bennett	225	225	.....	185	225	40	150	185	35	250	275	25
Philipsburg	225	225	.....	185	225	40	150	185	35	250	275	25
Hell Gate	225	285	60	175	275	100	145	190	45	250	320	70
Bearmouth	230	285	55	180	275	95	145	190	45	255	320	65
Nimrod	230	285	55	185	275	90	150	200	50	255	320	65
Bonita	235	285	50	185	275	90	155	200	45	260	320	60
Clinton	240	285	45	190	275	85	155	200	45	265	320	55
Bonner	245	285	40	195	275	80	160	200	40	270	320	50
Missoula	245	285	40	200	275	75	165	200	35	270	320	50
Lo Lo	255	300	45	205	300	95	170	215	45	280	350	70
Florence	255	300	45	210	300	90	175	215	40	280	350	70
Stevensville	260	315	55	215	315	100	180	230	50	285	365	80
Victor	265	315	50	215	315	100	185	230	45	290	365	75
Woodside	270	325	55	220	325	105	185	240	55	295	375	80
Hamilton	270	325	55	225	325	100	190	240	50	295	375	80
Darby	285	350	65	230	350	120	200	265	65	310	400	90
DeSmet	250	300	50	200	300	100	170	250	80	275	350	75
Frenchtown	255	300	45	205	300	95	175	250	75	280	350	70
Lothrop	260	300	40	215	300	85	180	275	95	285	350	65
Fish Creek	270	300	30	220	300	80	190	275	85	295	350	55
Iron Mountain	280	300	20	230	300	70	195	275	80	305	350	45
St. Regis	290	300	10	235	300	65	205	275	70	315	350	35
Henderson	300	300	.....	245	300	55	210	275	65	325	350	25
Saltese	300	300	.....	245	300	55	215	275	60	325	350	25
Lookout	300	300	.....	255	300	45	225	275	50	325	350	25

TABLE SHOWING REDUCTION IN CENTS PER TON, AFFECTED BY ORDER NO. 26 IN COAL RATES ON THE NORTHERN PACIFIC RAILWAY AND THE YELLOWSTONE PARK RAILROAD.—(Continued).

TO	FROM											
	Wilsey, Fromberg, Red Lodge, Bridger.			Electric.			Chesnut.			Bear Creek.		
	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.
Evaro	255	315	60	210	315	105	175	235	60	280	365	85
Schley	255	330	75	210	330	120	175	250	75	280	380	100
Arlee	260	330	70	215	330	115	180	250	70	285	380	95
Ravalli	265	345	80	220	345	125	185	265	80	290	395	105
Dixon	270	370	100	220	370	150	190	300	110	295	420	125
McDonald	275	370	95	225	370	145	190	300	110	300	420	120
Perma	280	370	90	230	370	140	195	300	105	305	420	115
Olive	285	370	85	230	370	140	200	300	100	310	420	110
Paradise	290	370	80	235	370	135	200	300	100	315	420	105
Plains	290	370	80	240	370	130	205	300	95	315	420	105
Eddy	300	370	70	240	370	130	210	325	115	325	420	95
Thompson Falls	310	370	60	245	370	125	215	325	110	335	420	85
White Pine	315	370	55	255	370	115	225	345	120	340	420	80
Trout Creek	320	370	50	260	370	110	320	345	115	345	420	75
Noxon	330	370	40	270	370	100	235	345	110	355	420	65
Heron	335	370	35	280	370	90	240	345	105	360	420	60

* New rate applies from Red Lodge to Silesia only. Rate from Bridger, Wilsey or Fromberg to Silesia, 50c per ton.

**Old rate to Fort Harrison \$2.00 per ton, plus switching charge of \$5.00 per car.

† Old rate from Electric and Chestnut to Kesslers obtained by adding switching charge of \$3.00 per car to Helena rate. Rates from Red Lodge, Bridger, Wilsey, Fromberg, Electric and Chestnut to Fort Harrison obtained by adding switching charge of \$5.00 per car to Helena rate.

AVERAGE REDUCTIONS.

From Red Lodge, Bridger, Wilsey and Fromberg.....	13.45%
From Electric	27.50%
From Chestnut	27.11%
From Bear Creek	19.25%

General Average21.83%

BEFORE THE RAILROAD COMMISSION OF MONTANA.

Montana Hard Wall Plaster Co.,

vs.

Great Northern Railway Co.

In the Matter of Freight Rates on Stucco and Plaster of Paris
From Monarch, Montana.

C. A. Lindsay, for Petitioner. R. A. Flynn for Respondent.

Hearing June 30, 1909. Decided Aug. 4., 1909.

REPORT AND ORDER OF COMMISSION.

Order Number 27.

Report.

The Complainant in this case, the Montana Hard Wall Plaster Company, having completed the erection of a plant at Monarch, Montana, located on the line of the defendant, the Great Northern Ry., is about to begin the manufacture of stucco.

Testimony adduced by the complainant shows, without contradiction, that before starting the work of construction of this plant, it negotiated with the defendant with a view of securing rates on the manufactured product sufficiently low to enable it to compete with stucco manufactured at points without the state of Montana; that these negotiations extended over a period of many months, to-wit: January, 1903 to October, 1907; and during the last named month, the Great Northern Railway, through its official in charge of traffic within the state of Montana, quoted and agreed to the following rates for the transportation of said product:

From Monarch to Butte,13 cents per 100 pounds.

From Monarch to Helena11 cents per 100 pounds.

From Monarch to Great Falls7½ cents per 100 pounds.

These points represent the principal consuming points of the State. The complainant, encouraged by what were then considered reasonable rates for the transportation of such product, immediately solicited and secured aid for erection of said stucco

plant, and the construction was begun at the earliest practicable date thereafter.

In March, 1909, the complainant having completed the erection of said plant, communicated with the Great Northern Railway, for the purpose of having the rates for the transportation of stucco legally established. At that time, however, the Great Northern advised the complainant that subsequent to the agreement for rates, a stucco plant had been erected at Great Falls, Montana, by the Mackay Wall Plaster Company, and that for the transportation of the product from the latter plant an arrangement had been made for the establishment of rates to Helena and Butte which were the same as the rates which it had agreed to establish from Monarch, and that owing to this new factor it would be necessary to charge for the transportation of stucco from Monarch rates based on fifty (50) cents per ton higher than the rates formerly quoted, and that this basis would be maintained at other points in the state, except on traffic to Billings, Montana, which would be accorded the same rates as were enjoyed by Great Falls.

The defendant claims that it should not be required to maintain from Monarch the same rates for the transportation of stucco as are enjoyed by the plant at Great Falls, owing to the longer haul, branch line service, and further the fact that the raw product, namely, Gypsum, has to be transported from Riceville, Montana, to Great Falls over the line of the defendant, for which transportation charge is made which about offsets the difference in rates.

This Board has not before it at this time the question of the reasonableness generally of the rates on stucco from Great Falls or Monarch. The testimony adduced at this hearing related principally to the question of whether the rates agreed to prior to the erection of the plant at Monarch, and which were an important factor in securing capital for the erection of said plant, should now be established and maintained.

No testimony was introduced by the Great Northern Railway Company indicating that the rates quoted to Helena and Butte were unreasonable for the service involved, the only contention being that a difference should be maintained as between Great Falls and Monarch.

Th Commission having in view only the particular question at issue, believes, after earnest and careful consideration of all facts,

that the complainant, the Montana Hard Wall Plaster Company is entitled to the rates quoted; and further, that the complainant is also entitled to an adjustment of rates at this time which will enable it to be on a fair competing basis with the plant at Great Falls, Montana.

Order.

IT IS THEREFORE ORDERED that the rates on stucco, in carload lots, from Monarch, Montana, shall not, on and after the 25th day of August, 1909, exceed the following:

To Helena11 cents per 100 pounds.
To Butte13 cents per 100 pounds.
To Great Falls7½ cents per 100 pounds.

To all stations, Armington, to Billings, inclusive, same rates as from Great Falls to said stations.

To all stations, Manchester to Sweet Grass, inclusive; Gibson to Assiniboine, inclusive; and Yakt to Mondak, inclusive; including also stations on branch lines from Columbia Falls, Montana, forty-five (45) cents per net ton of 2,000 lbs., higher than the published rates from Great Falls to same stations;

AND IT IS FURTHER ORDERED that the said Great Northern Railway Company shall, in the publication of the rates hereby ordered to become effective from Monarch, establish and maintain the same minimum weights from Monarch as are published and in effect from Great Falls, Mont.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated August 4, 1909.

(Sigend) R. F. McLAREN, Secretary.

BEFORE THE RAILROAD COMMISSION OF MONTANA.

**In the Matter of Track Connections and Station Facilities for the
Interchange of Business Between the Great Northern Rail-
way, and the C. M. & P. S. R'y Near Lavina, Montana,
and Between the Great Northern Railway and the
Montana Railroad at Judith Gap.**

Hearing June 23, 1909. Decided Sept. 23, 1909.

REPORT AND ORDER OF THE COMMISSION.

Order Number 28.

Report.

A series of complaints and petitions have been presented to the Commission praying that track connections and other station facilities be established at point of intersection of the Chicago, Milwaukee & Puget Sound Railway, and the Great Northern Railway near Lavina, Montana, and the Montana Railroad and Great Northern Railway at Judith Gap, in order that business, both passenger and freight, may be interchanged at these points between the lines of railroad, parties thereto.

Section Three, Chapter 136, Laws of 1909, recites;

"The Railroad Commission of the State of Montana shall have power and authority whenever the line of one railroad shall cross or intersect the railroad of another company or corporation to, after notice and hearing, order and compel the installation of suitable platforms and station houses for the convenience of passengers desiring to transfer from one road to the other and for the transfer of passengers, baggage or freight, whenever the same shall be ordered by the Railroad Commission. And such company or corporation shall, when so ordered by the Railroad Commission keep such passenger station, warmed, lighted and opened to the ingress and egress of all passengers, a reasonable time before the arrival and after the departure of such trains as accommodate such station carrying passengers on such railroad or railroads. And said railroad companies crossing or intersecting shall stop such trains at said station house so located at said crossing or intersection for the transfer of baggage, passengers and freight so as to furnish reasonable facilities for that character of

a station when so ordered by the Railroad Commission and the expense and construction and maintenance of said station house and platform shall be paid by such corporations in such proportions as they may agree, and if they fail to agree, as may be fixed by order of the Railroad Commission. Such corporations connecting by intersection as aforesaid, shall also, when so ordered, after notice and hearing, by the Railroad Commission unite and connect the tracks of said several corporations so as to permit the transfer from the track of one corporation to the other, of loaded or unloaded cars designed for transportation on both roads, provided however that no such union or connection shall be ordered except where and when necessary to properly serve the public.

Accordingly a public hearing was duly and regularly held in the Capitol Building, City of Helena, on the twenty-third day of June, 1909, present:

I. Parker Veazy, Attorney, Great Northern Ry. Co.

M. S. Gunn, Attorney C. M. & P. S. Ry., and Montana Railroad.

Harry L. Wilson, Attorney Billings Chamber of Commerce.

M. G. Miller, Kalispell, Montana.

G. W. Ryan, Great Falls, Montana.

Wm. M. Bole, Great Falls, Montana.

Fred A. Woohner, Great Falls, Montana.

Jas. W. Frooman, Great Falls, Montana.

Jas. M. Burlingham, Great Falls, Montana.

A. B. Lehman, Lewistown, Montana.

Harry Yeager, Lewistown, Montana.

Hon. S. S. Hobson, Lewistown, Montana.

Frank S. P. Lindsay, Helena, Montana.

Chris Yegen, Billings, Montana.

P. B. Moss, Billings, Montana.

W. A. Selvidge, Billings, Montana.

E. A. Morley, B. T. Stanton, D. Boyle, Commissioners.

The Great Northern Railway Company has recently completed a line of railroad commonly known as the "Billings and Northern" from Laurel Junction to Great Falls, Montana, using the tracks of the Northern Pacific from Laurel Junction into Billings. The "Pacific Coast Extension" of the Chicago, Milwaukee & Puget Sound Railway, recently constructed across the State of Montana, intersects the line of said Great Northern, five and one

half miles west of Lavina station on the C. M. & P. S. Ry., and three miles west of Cushman on the Great Northern. There are no facilities whatever at this point for interchanging of business between the two corporations.

Said Great Northern, also intersects the line of the Montana Railroad, a subsidiary company of the Chicago, Milwaukee & Puget Sound Railway, about two miles west or north of Judith Gap Station. The main tracks of both companies, however, parallel each other from the station of Judith Gap on the Montana Railroad, to the point of intersection, the station of Judith Gap on the Great Northern being located about one mile south of station of same name on the Montana Railroad.

Both stations are operated independently of each other; the Great Northern trains pass close to but do not stop at the Montana Railroad depot, and passengers are obliged to transfer by teams or otherwise, from one depot to the other, neither is there any interchange of freight, baggage or express at that station; shipments being carried to the more distant transfer points, for example, a package from Garneill to Buffalo, Montana, would be taken to Butte and there delivered to the Great Northern for transportation to destination. The distance thus traveled would be 491.6 miles, while the mileage between point of origin and destination via Judith Gap is but 17.2 miles.

The country surrounding and tributary to both points of intersection, as above, is being largely developed in agriculture, stock and sheep raising, as well as mining; and in addition, investigation shows that the Musselshell Valley is particularly adapted to the raising of sugar beets. Farmers located in this valley cannot, with the facilities now available for the interchange of traffic between the railroads parties to this order, procure reasonable service for the transportation of that product to the only existing sugar beet factory in the State, namely, that situated at Billings, Montana. To foster and encourage the growing of this valuable product within the Musselshell Valley and to afford reasonable transportation facilities to subserve the agricultural interests in that district, a connection at Lavina ought to be made. With a connection at Judith Gap only, sugar beets, as well as other farm products, of greater or lesser importance, would necessarily have to be handled over the circuituous route of the C. M. & P. S. R'y., through Harlowton, Montana to Judith Gap, and thense via the Great Northern to Billings. The distance via this latter route,

for instance from Lavina, would be 181 miles to Billings while with a connection at Lavina Station, the distance would be 68 miles. To handle this traffic through the station of Miles City, at which point track connections with Northern Pacific exist, would involve even a much longer haul than through Judith Gap.

There has recently been established within the City of Billings a flour mill that will necessarily have to look to a great extent for a market, upon the line of the C. M. & P. S. R'y.; this mill, from the standpoint of railroad service, will come into active competition with mills located at Great Falls, Lewistown, and other cities, and to be obliged to have this traffic handled through Judith Gap would involve much hardship upon these shippers.

The Commission has viewed earnestly the contention of the railroad interests involved that a connection at Lavina would subject them to some considerable expense. This is purely an expense brought about through the peculiar topography of the territory about the station of Lavina. The initial expense, however, of installing the connection at Lavina ought to make it unnecessary for the railroads to go to further expense at any later time, and it is the opinion of the Commission that the expense of operation, after a connection is made, would be no greater than is usual for maintaining connections of this character.

The Commission, therefore, is of the belief, considering the enormous interests of the farmers, and others, located within the Musselshell Valley, and the necessity which exists for the prompt transportation of freight and passengers between that Valley and the Yellowstone Valley, that a connection would afford such reasonable service as is essential for the proper conduct of business between those districts.

In consideration this question of connection between the carriers at the station of Lavina, the Commission has reviewed the reports of earnings and tonnage of freight at the stations of Lavina and Cushman, on the C. M. & P. S. and the Great Northern R'ys respectively. Without setting out in detail the growth from month to month of the tonnage and earnings at those stations it can be stated, at this time, that commencing with the month of January, 1909, the Great Northern R'y handled through the station of Cushman, Montana, tonnage which earned \$700.44; during the month of June, 1909, the earnings upon tonnage handled through this station increased to \$1,536.31, or were practi-

cally doubled within the course of a few months. During the month of January, 1909, the reports indicate that the C. M. & P. S. R'y earned upon the tonnage handled through Lavina Station, \$289.65, while during the month of June, 1909, the earnings increased to \$3,461.45. The growth of tonnage and earnings through these two stations has been constant, and no reason appears at this time why this healthy growth should not continue as it has in the past; in fact, it is the belief of the Board that with a connection at Lavina Station, and the influence it will have upon the farmers in inducing them to enter the sugar beet industry, etc, and with a constant influx of settlers to the Musselshell Valley, the traffic through that gateway should increase in even greater proportion that it has, during the period indicated.

Order.

IT IS THEREFORE ORDERED, that as soon as the necessary work can be done and within a reasonable length of time, the said Great Northern Railway Company and the Chicago, Milwaukee & Puget Sound Railway Company, shall at Lavina, and the Great Northern Railway Company and the Montana Railroad Company shall at Judith Gap, connect the tracks of their respective companies so as to permit the transfer from the tracks of one corporation to the tracks of the other, of loaded or unloaded cars designed for transportation on both roads, and they shall also install suitable platforms and station houses for the convenience of passengers desiring to transfer from one road to the other, and for the transfer of freight and baggage, and shall keep said passenger stations warmed, lighted and open to the ingress and egress of passengers, a reasonable length of time before the arrival and after the departure of trains, and they shall stop such trains at said station houses so located at said crossings or intersections, for the transfer of baggage, passengers and freight, so as to furnish reasonable facilities for a station of that character.

The Secretary is instructed to serve upon the Great Northern Railway Company, the Chicago, Milwaukee & Puget Sound Rail-

way Company, and the Montana Railroad Company, a true and certified copy of this report and order.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Commissioner Morley dissenting; his report attached hereto.
Dated, September 23rd, 1909.

(Signed) R. F. McLAREN, Secretary.

As regards Order No. 28 of Montana Railroad Commission, covering installation of track connections and station facilities at Judith Gap, between the Billings & Northern branch of the Great Northern Railway and the Montana Railroad, and at Lavina between said Billings & Northern branch of the Great Northern Railway and the C. M. & P. S. Railway, I heartily concur with my colleagues in that part of the order relating to Judith Gap, as I consider such order as fair and reasonable to all interests and the facilities much needed for the accommodation of the traveling and shipping public; also I feel that the expense of installation and maintenance will not extend beyond a figure upon which a fair return may be expected by the railroads interested.

In the matter of the installation of the Lavina track connection and facilities I cannot concur, therefore dissent. The country about this point is sparsely settled and reasonably well taken care of by the two railroads in question. In view of the probable small tonnage that would be transferred and the greater expense of installation and maintenance, and the fact that, in my opinion no great need for such connection has been shown, I feel that the order is not reasonable and should be withheld pending the settling up of this district, when the necessity for such connection may be apparent.

(Signed) E. A. MORLEY, Commissioner.

BEFORE THE RAILROAD COMMISSION OF MONTANA.

In the Matter of an Adjustment of Coal Rates to Certain Territory.

Hearing, April 14th, 1909. Decided, August 6th, 1909.

REPORT AND ORDER OF THE COMMISSION.

Order Number 29.

Report.

To consider every phase of freight rates, intrastate, on coal, a public hearing was held on April 14th, 1909, the Commission having by independent investigation learned that the rates to many stations, particularly the intermediate points, were unequal and comparing the tariffs on the various railroads in the state, it was shown that the basis of rates on the different lines was quite dissimilar; that there was no uniformity of rate making on this commodity and, as a result many localities were being discriminated against.

O. P. Kellogg, for Chicago, Milwaukee & Puget Sound Railway Co., and Montana Railroad Company.

M. S. Gunn, Attorney for Chicago, Milwaukee & Puget Sound Railway Co., and Montana Railroad Company.

E. A. Morley, B. T. Stanton, D. Boyle, Commissioners.

Mr. Kellogg took the stand on behalf of his Companies, and in reply to questions asked by the Commission, stated that he believed the rates on coal on the C. M. & P. S. Ry. were about on a parity with their competitors, possibly a little lower for the distance hauled, but that he did not expect to attend this meeting until the last moment and had not prepared any data and merely possessed what knowledge he had acquired in connection with his office work. The Commission did not, therefore, attempt to go into details of the coal situation on that line; Mr. Kellogg being the only representative of the Traffic Department, C. M. & P. S. Ry., and the Montana Railroad, present.

It should be understood that this hearing was called as an initial motion by the Board of Railroad Commissioners, all lines of railroad operating in Montana being represented except the Yellowstone Park Railroad Company, there being recorded one hun-

dred twenty-four pages of testimony from which, in part, the Commission is convinced that the freight rates on coal on the Chicago, Milwaukee & Puget Sound Railway, and the Montana Railroad, are excessive in some instances for the service rendered; said rates being about on a parity with the rates then in effect on the Northern Pacific Railway, and which have by an order of the Commission been reduced to certain territory effective August 1st, 1909.

Order.

Now, therefore, being as well informed on the situation as we are able to attain by direct and indirect testimony, it is hereby ordered that the following schedule of freight rates on coal on the Chicago, Milwaukee & Puget Sound Railway, and the Montana Railroad shall become effective twenty days after said Railway Companies shall have received a certified copy of this Report and Order, and shall so remain in effect until the further order or approval of this Commission, provided, however, that the Railway Companies parties thereto, may, if they so elect, make said rates effective at an earlier date.

RATES IN CENTS PER TON OF 2,000 POUNDS.

TO	From Roundup	From Lewistown	TO	From Roundup and Lewistown
Dodge	180	250	Valencia	90
Kingmont	180	245	Twodot	95
Baker	175	245	Fielding	95
Tonquin	175	240	Martinsdale	100
Plevna	175	225	Groveland	100
Westmore	175	235	Lennepe	105
Ismay	175	230	Dublin	110
Lacomb	175	225	Leadboro Junction	110
Mildred	175	220	Summit	110
Whitney	175	220	Dorsey	115
Bluffport	175	215	Leader	115
Cato	175	215	Minden	115
Terry	175	210	Fanalulu	120
Calypso	170	210	Sixteen	120
Saugus	170	205	Canyon	120
Bonfield	165	200	Josephine	125
Kinsey	165	200	Maudlow	125
Tusler	160	195	Goodell	130
Miles City	155	190	Deer Park	130
Paragon	150	190	Crane	130
Calabar	150	185	Lombard	135
Thurlow	145	180	Barron	140
Carterville	140	175	Eustis	150
Orinoco	135	170	Three Forks	155
Forsyth	135	170	Willow Creek	160
Malaga	120	170	Sappington	160
Antwerp	105	165	Alcazar	165
Vananda	95	160	Jefferson Island	165
Rahway	90	160	Piedmont	165
Heritage	90	155	Vendome	165
Thebes	85	155	Cedric	165
Ingomar.	85	150	Grace	165
Galbraith	80	145	Donald	165
Sumatra	80	145	Penfield	165
Hibbard	75	140	Janney	165
Bascom	75	140	Newcomb	165
Melstone	70	135	Butte	165
Japan	60	135	Durant Junction	175
Musselshell	60	130	Morel	190
Delphia	50	125	Sinclair	195
Gage	50	120	Deer Lodge	205
Roundup	....	120	Kohrs	210
Elso	50	115	Garrison	210
Waldhelm	50	110	Gold Creek	215
Lavina	60	105	Haskell	220
Burgoyne	70	100	Drummond	220
Ryegate	75	100	Ozan	225
Shawmut	75	85	Bearmouth	230
Cruse	80	90	Ravenna	230
Pontiac	85	90	Iris	235
Harlowton	90	90	Clinton	240
Oka	90	80	Thelma	240
Ubet	100	75	Neal	245
Garnell	105	70	Missoula	245
Straw	105	60	Primrose	250
Moore	110	50	Huson	250
Glengarry	115	50	Sudan	260
Lewistown	120	....	Cyr	270
			Superior	280
			St. Regis	290
			Haugan	300
			East Portal	300

MINIMUM WEIGHTS.

In cars of not over 40,000 lbs. capacity, 40,000 lbs., unless marked capacity of car is less, in which event marked capacity of car will govern, except in case of cars with a marked capacity of 28,000 lbs., on which a minimum weight of 26,000 lbs. will apply. In cars of over 40,000 lbs., capacity 90% of marked capacity of car, but not more than 72,000 lbs. When ore, coal or gondola cars are used at carrier's convenience, actual weight will apply when loaded to full visible capacity.

The Secretary is directed to serve upon said Chicago, Milwaukee & Puget Sound Railway Company, and the Montana Railroad Company, a true and certified copy of this Report and Order.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated, August 24th, 1909.

(Signed) R. F. McLAREN, Secretary.

TABLE SHOWING REDUCTIONS, IN CENTS PER TON, AFFECTED BY ORDER NO. 29 IN COAL RATES ON CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY AND MONTANA RAILROAD.

TO	From Roundup			From Lewistown		
	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.
Dodge	180	240	60	250	.....	.....
Kingmont	180	235	55	245	.....	.....
Baker	175	225	50	245	.....	.....
Tonquin	175	225	50	240	.....	.....
Plevna	175	220	45	225	.....	.....
Westmore	175	215	40	235	.....	.....
Ismay	175	210	35	230	.....	.....
Lacomb	175	210	35	225	.....	.....
Mildred	175	205	30	220	.....	.....
Whitney	175	200	25	220	.....	.....
Bluffport	175	200	25	215	.....	.....
Cato	175	200	25	215	.....	.....
Terry	175	200	25	210	.....	.....
Calypso	170	200	30	210	.....	.....
Saugus	170	185	25	205	.....	.....
Bonfield	165	190	25	200	.....	.....
Kinsey	165	185	20	200	.....	.....
Tusler	160	180	20	195	.....	.....
Miles City	155	175	20	190	.....	.....
Paragon	150	175	25	190	.....	.....
Calabar	150	170	20	185	.....	.....
Thurlow	145	170	25	180	.....	.....
Carterville	140	165	25	175	.....	.....
Orinoco	135	165	30	170	.....	.....
Forsyth	135	160	25	170	.....	.....
Malaga	120	155	35	170	.....	.....
Antwerp	105	150	45	165	.....	.....
Vananda	95	140	45	160	.....	.....
Rahway	90	135	45	160	.....	.....
Heritage	90	130	40	155	.....	.....
Thebes	85	125	40	155	.....	.....
Ingomar	85	120	35	150	.....	.....
Valencia	90	130	40	90	130	40
Twodot	95	130	35	95	130	35
Fielding	95	135	40	95	135	40
Martinsdale	100	135	35	100	135	35
Groveland	100	140	40	100	140	40
Lennepe	105	140	35	105	140	35
Dublin	110	150	40	110	150	40
Leadboro Junction	110	150	40	110	150	40
Summit	110	150	40	110	150	40
Dorsey	115	150	35	115	150	35
Leader	115	150	35	115	150	35
Minden	115	150	35	115	150	35
Fanalulu	120	150	30	120	150	30
Sixteen	120	150	30	120	150	30
Canyon	120	150	30	120	150	30
Josephine	125	150	25	125	150	25
Maudlow	125	150	25	125	150	25
Goodell	130	150	20	130	150	20
Deer Park	130	150	20	130	150	20
Crane	130	150	20	130	150	20
Lombard	135	150	15	135	150	15
Barron	140	155	15	140	155	15
Eustis	150	160	10	150	160	10
Three Forks	155	165	10	155	165	10
Willow Creek	160	165	5	160	165	5
Sappington	160	165	5	160	165	5
Alcazar	165	165	.....	165	165	.....
Jefferson Island	165	165	.....	165	165	.....
Piedmont	165	165	.....	165	165	.....
Vendome	165	165	.....	165	165	.....
Cedric	165	165	.....	165	165	.....
Grace	165	165	.....	165	165	.....

TABLE SHOWING REDUCTIONS, IN CENTS PER TON, AFFECTED BY ORDER NO. 29 IN COAL RATES ON CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY AND MONTANA RAILROAD—(Continued).

TO	From Roundup			From Lewistown		
	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.
Galbraith	80	115	35	145	....	....
Sumatra	80	110	30	145	....	....
Hibbard	75	105	30	140	....	....
Bascom	75	100	25	140	....	....
Melstone	70	95	25	135	....	....
Japan	60	90	30	135	....	....
Musselshell	60	85	25	130	....	....
Delphia	50	75	25	125	....	....
Gage	50	75	25	120	....	....
Roundup	....	....	....	120	....	....
Elso	50	75	25	115	....	....
Waldheim	50	75	25	110	....	....
Lavina	60	95	35	105	....	....
Burgoyne	70	110	40	100	....	....
Ryegate	75	120	45	100	....	....
Shawmut	75	120	45	95	....	....
Cruse	80	125	45	90	....	....
Pontiac	85	125	40	90	....	....
Harlowton	90	125	35	90	125	35
Oka	90	130	40	80	125	45
Ubet (Judith Gap)	100	140	40	75	125	50
Garneill	105	140	35	70	100	30
Straw	105	145	40	60	100	40
Moore	110	150	40	50	75	25
Glengarry	115	150	35	50	75	25
Lewistown	120	150	30	....	....	....
Donald	165	165	....	165	165	....
Penfield	165	165	....	165	165	....
Janney	165	165	....	165	165	....
Newcomb	165	165	....	165	165	....
Butte	165	165	....	165	165	....
Durant Junction	175	200	25	175	....	....
Morei	190	200	10	190	....	....
Sinclair	195	215	20	195	....	....
Deer Lodge	205	225	20	205	....	....
Kohrs	210	225	15	210	....	....
Garrison	210	225	15	210	....	....
Gold Creek	215	225	10	215	....	....
Haskell	220	225	5	220	....	....
Drummond	220	225	5	220	....	....
Ozan	225	250	25	225	....	....
Bearmouth	230	285	55	230	....	....
Ravenna	230	285	55	230	....	....
Iris	235	285	50	235	....	....
Clinton	240	285	45	240	....	....
Thelma	240	285	45	240	....	....
Neal	245	285	40	245	....	....
Missoula	245	285	40	245	....	....
Primrose	250	300	50	250	....	....
Huson	250	300	50	250	....	....
Sudan	260	300	40	260	....	....
Cyr	270	300	30	270	....	....
Superior	280	300	20	280	....	....
St. Regis	290	300	10	290	....	....
Haugan	300	300	....	300	....	....
East Portal	300	300	....	300	....	....

Note.—Except as above there were not rates heretofore on coal from Lewistown except class "D".

Average reductions, from Roundup 15.76%
Average reductions, from Lewistown 14.97%

INITIAL MOTION BY THE BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF MONTANA.

In the Matter of an Adjustment of Freight Rates on Coal.

Hearing, April 14th, 1909. Decided, October 18th, 1909.

REPORT AND ORDER OF THE COMMISSION.

Order Number 30.

Report.

Prior to date of hearing on this subject, April 14th, 1909, the Commission had received a series of informal complaints from coal operators, dealers, and consumers, attacking the freight rates on this commodity on practically all lines of railroad within the state; complainants alleging that certain localities were being discriminated against in comparison with the rates accorded terminal stations, or the points of large consumption where competition was met with interstate coal.

H. A. Jackson, A. G. F. & P. A., and I. Parker Veazey, Attorney for Great Northern Railway Co.

E. A. Morley, B. T. Stanton, D. Boyle, Commissioners.

At this hearing all lines of railroad operating in Montana were represented except the Yellowstone Park Railroad Company, one hundred twenty-four pages of testimony were recorded, which testimony for the most part purported to show that the basis of rate making on coal in the state was not uniform, and that from certain coal producing stations the rates to the various markets were quite dissimilar and for no apparent reason, inasmuch as the operating conditions were much the same on the lines of railroad involved.

H. A. Jackson, Assistant General Freight and Passenger Agent for the Great Northern Railway Company took the witness stand on behalf of his company, and testified that the coal producing stations on that line were Havre, Big Sandy, Chinook, Stockton, Sand Coulee, Belt, Armington, Broadview and Painted Robe. That the new line, commonly known as the "Billings and Northern" (a portion of the Great Northern system) was supplied with coal principally from Sand Coulee; the other mines above named furnished a small tonnage only into Billings & Northern

territory. Mr. Jackson testified that the mines located on the Great Northern Railway in Montana were amply capable of supplying the local markets along that line and in his opinion they had fully as good a quality of coal as could be found in Montana. Witness was unable to say how the rates from the coal producing stations above named to points on the main line of the Great Northern and the Montana Central compared with the rates to points on the Billings & Northern, but thought that they harmonized fairly well. The balance of Mr. Jackson's testimony related to joint rates with the Burlington and the Northern Pacific companies, and has no direct bearing on the following order.

The Commission has given much time and careful consideration to the subject of this report, being informed as to the rates charged in many states for the transportation of coal, and as fully advised of the conditions as it is possible to attain by direct testimony together with independent investigations made, we are convinced that the freight rates on this commodity to some stations (not all) on the line of the Great Northern Railway, are relatively too high, and in accord with schedules in effect by order of the Commission on the Northern Pacific Railway, and the Chicago, Milwaukee & Puget Sound Railway, which are based largely on mileage, IT IS HEREBY ORDERED:

Order.

That the following schedule of freight rates on coal on the Great Northern Railway shall become effective twenty days after said Railway Company shall have received a certified copy of this Report and Order, and shall so remain in effect until the further order or approval of this Commission, provided, however, that the Railway Company may, if it so elects, make said rates effective at an earlier date.

RATES ON COAL.

EXPLANATION OF GROUP NUMBERS:

Group 1—Rates apply from Chinook.

Group 2—Rates apply from Mackton Spur and Big Sandy.

Group 3—Rates apply from Havre and Toledo.

Group 4—Rates apply from Sand Coulee, Stansby Spur and Stockett.

Group 5—Rates apply from Belt and Armington.

Group 6—Rates apply from Broadview.

RATES IN CENTS PER TON OF 2000 POUNDS.

TO	GROUP.					
	1.	2.	3.	4.	5.	6.
Mondak	185	215	195	265	270	355
Debert	180	210	190	260	265	350
Bainville	175	205	190	255	260	345
Culbertson	170	200	180	250	255	340
Blair	165	195	180	250	255	335
Brockton	160	190	170	240	245	325
Poplar	155	180	165	235	240	320
Chelsea	150	180	160	230	235	315
Wolf Point	145	170	165	225	230	310
Oswego	135	165	150	220	225	300
Kintyre	130	160	140	210	215	295
Nashua	125	155	135	205	210	290
Glasgow	120	145	130	200	205	280
Tampico	110	140	125	195	200	270
Hinsdale	105	135	115	185	190	260
Beaverton	100	130	110	180	185	255
Ashfield	95	125	105	175	180	250
Bowdoin	90	120	100	175	180	250
Malta	85	115	95	165	170	250
Wagner	80	110	90	160	165	245
Dodson	75	105	85	160	165	240
Coburg	70	100	85	155	160	235
Montauk	60	95	75	145	150	230
Harlem	60	90	75	145	150	230
Madras	50	90	70	140	145	225
Zurich	50	85	70	140	145	220
Chinook		80	60	135	140	220
Yantic	50	75	50	130	135	215
Toledo	60	70		125	130	205
Havre	60	70		125	130	205
Assinniboine	60	60	50	120	125	205
Laredo	70	50	50	115	120	200
Box Elder	75	50	60	110	115	195
Big Sandy	80		70	105	110	190
Cairo	85	50	75	100	105	185
Berber	90	50	80	95	100	180
Lippard	95	60	80	95	100	175
Liscum	100	70	90	85	90	170
Benton	100	75	90	85	90	165
Tunis	105	80	95	80	85	160
Flowerree	115	85	100	75	80	155
Goodale	120	90	110	60	70	150
Rainbow	120	95	110	60	70	150
Gibson	120	95	110	60	70	150
Great Falls	125	95	115	55	55	145
Black Eagle	125	95	115	55	55	145
Ulm	130	105	120	70	75	155
Cascade	140	110	130	75	80	160
Mid Canon	145	120	135	85	90	170
Craig	150	125	140	85	90	170
Wolf Creek	155	125	145	90	95	175
Mitchell	160	130	150	95	100	180
Silver	165	135	155	100	105	185
Helena	165	145	165	110	115	195
Montana City	180	150	170	115	120	200
Alhambra	180	155	170	120	125	205
Corbin	185	155	175	120	125	205
Boulder	190	165	180	130	135	210
Rasin	195	165	185	130	135	215
Elk Park	200	175	190	140	145	220

SECOND ANNUAL REPORT

RATES ON COAL—(Continued).

TO	GROUP.					
	1.	2.	3.	4.	5.	6.
Butte	200	180	200	145	150	230
Burnham	70	70	50	125	130	210
Kremlin	75	75	50	130	135	210
Gildford	80	80	60	135	140	215
Rudyard	85	85	75	140	145	225
Inverness	85	90	75	140	145	225
Joplin	90	90	80	140	145	220
Chester	95	95	85	135	140	215
Lothair	100	105	90	125	130	210
Concord	105	110	95	120	125	205
Dunkirk	110	115	100	115	120	200
Farrell	115	115	105	115	120	195
Shelby	115	120	105	110	115	195
Ethridge	120	125	110	120	125	200
Cut Bank	130	130	115	125	130	205
Seville	130	135	120	130	135	210
Bombay	140	140	125	135	140	215
Browning	145	145	135	140	145	225
Midvale	150	155	140	145	150	230
Lubec	155	155	145	150	155	235
Skyland	160	160	150	155	160	240
Java	165	165	155	160	165	245
Paola	170	170	160	165	170	250
Nyack	175	175	165	170	175	250
Belton	180	185	170	175	180	250
Coram	185	185	175	180	185	255
Columbia Falls	190	190	175	185	190	260
Whitefish	190	195	180	190	195	265
Lupfer	200	200	185	195	200	270
Radnor	205	205	195	200	205	275
Trego	210	215	200	205	210	280
Tobacco	215	220	205	210	215	290
Shields	220	225	210	215	220	300
Rexford	220	225	210	220	225	300
Gateway	225	230	215	225	230	305
Stonehill	230	230	220	225	230	310
Ural	235	235	225	230	235	315
Warland	240	240	230	235	240	320
Jennings	245	245	235	240	245	325
Libby	250	250	240	245	250	330
Kootenai Falls	250	250	245	250	250	340
Yakt	255	255	250	250	255	350
Kalispell	195	200	185	190	195	270
Somers	200	205	190	195	200	275
Sedan	200	205	190	195	200	275
Athens	205	205	195	200	205	280
Marion	205	210	195	205	210	280
Sweet Grass	135	140	125	130	135	215
Kevin	125	130	115	120	125	205
Nalsmith	120	125	110	105	110	190
Fowler	125	125	115	105	110	185
Conrad	130	130	120	95	100	180
Brady	140	125	125	90	95	175
Collins	145	120	130	85	90	170
Dutton	145	115	135	80	85	165
Power	140	110	125	75	80	160
Vaughn	130	105	120	70	70	150
Manchester	130	100	120	60	70	150
Field	130	100	115	50	55	140
Gerber	130	100	120	50	50	140
Stockett	135	105	125		60	145
Sand Coulee	135	105	125		60	145
Swift	130	105	120	50	50	140
Wayne	135	105	125	50	50	135
Armington	140	110	130	60		130
Belt	140	110	130	60		130
Riceville	145	115	135	70	50	135
Tyler's Spur	150	120	140	75	60	140
Monarch	150	125	140	80	60	145
Neihart	160	130	145	85	70	150
Ranysford	145	115	135	70	50	125
Spion Kop	145	120	135	75	50	120

RATES ON COAL—(Continued).

GROUP.						
TO	1.	2.	3.	4.	5.	6.
Geyser	150	120	140	75	60	120
Merino	155	125	145	80	60	115
Stanford	160	130	150	85	75	110
Windham	165	135	150	90	75	105
Moccasin	170	140	160	95	80	100
Hobson	170	145	160	95	85	100
Mendon	175	150	165	100	90	95
Buffalo	180	150	170	105	90	90
Judith Gap	185	155	175	110	100	85
Bercail	190	165	180	120	105	80
Hedges	195	165	185	120	110	75
Franklin	200	175	190	130	115	70
Vebar	205	175	195	130	120	60
Cushman	210	180	195	135	120	50
Painted Robe	215	185	205	140	130	50
Broadview	220	190	205	145	130	
Comanche	220	195	210	150	135	50
Acton	225	195	215	150	140	50
Rimrock	230	205	220	160	145	60
Laurel Junction	235	210	225	160	150	70
Billings	240	215	230	170	155	75

MINIMUM WEIGHTS.

In cars of not over 40,000 lbs. capacity, 40,000 lbs. unless, marked capacity of car is less, in which event marked capacity of car will govern, except in case of cars with a marked capacity of 28,000 lbs., on which a minimum weight of 26,000 lbs. will apply. In cars of over 40,000 lbs. capacity, 90% of marked capacity of car, but not more than 72,000 lbs. When ore, coal or gondola cars are used at carrier's convenience, actual weight will apply when loaded to full visible capacity.

The Secretary is directed to serve upon the said Great Northern Railway Company a true and certified copy of this Report and Order.

BY ORDER OF THE BOARD OF RAIL-
ROAD COMMISSIONERS OF THE
STATE OF MONTANA.

Dated, Oct. 26, 1909.

(Signed) R. F. McLAREN, Secretary.

SECOND ANNUAL REPORT

TABLE SHOWING REDUCTIONS IN CENTS PER TON AFFECTED BY ORDER NO. 30 IN COAL RATES ON THE GREAT NORTHERY RAILWAY.

TO	FROM GROUP NO.																	
	1			2			3			4			5			6		
	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.
Mondak	185	260	75	215	260	45	195	260	65	265	300	35	270	300	30	355	...	...
Debert	180	260	80	210	260	50	190	260	70	260	300	40	265	300	35	350	...	...
Bainville	175	260	85	205	260	55	190	260	70	255	300	45	260	300	40	345	...	...
Culbertson	170	260	90	200	260	60	180	260	80	250	290	40	255	290	35	340	...	...
Blair	165	260	95	195	260	65	180	260	80	250	290	40	255	290	35	335	...	...
Brockton	160	250	90	190	250	60	170	250	80	240	280	40	245	280	35	325	...	...
Poplar	155	240	85	180	240	60	165	240	75	235	270	35	240	270	30	320	...	...
Chelsea	150	230	80	180	230	50	160	230	70	230	260	30	235	265	25	315	...	...
Wolf Point	145	220	75	170	220	50	155	220	65	225	260	35	230	260	30	310	...	...
Oswego	135	220	85	165	220	55	150	220	70	220	260	40	225	260	35	300	...	...
Kintyre	130	210	80	160	210	50	140	210	70	210	250	40	215	250	35	295	...	...
Nashua	125	200	75	155	200	45	135	200	65	205	240	35	210	240	30	290	...	...
Glasgow	120	190	70	145	190	45	130	190	60	200	240	40	205	240	35	280	...	...
Tampico	110	160	50	140	165	25	125	165	40	195	230	35	200	230	30	270	...	...
Hinsdale	105	130	25	135	145	10	115	145	30	185	210	25	190	210	20	260	...	...
Beaverton	100	120	20	130	140	10	110	140	30	180	210	30	185	210	25	255	...	...
Ashfield	95	110	15	125	135	10	105	135	30	175	200	25	180	200	20	250	...	...
Bowdoin	90	110	20	120	135	15	100	135	35	175	200	25	180	200	20	250	...	...
Malta	85	95	10	115	125	10	95	125	30	165	200	35	170	200	30	250	...	...
Wagner	80	95	15	110	125	15	90	125	35	160	200	40	165	200	35	245	...	...
Dodson	75	80	5	105	120	15	85	100	15	160	190	30	165	190	25	240	...	...
Coburg	70	80	10	100	120	20	85	100	15	155	190	35	160	190	30	235	...	...
Montauk	60	70	10	95	115	20	75	90	15	145	180	35	150	180	30	230	...	...
Harlem	60	60	...	90	105	15	75	80	5	145	170	25	150	170	20	230	...	...
Madras	50	55	5	90	100	10	70	75	5	140	170	30	145	170	25	225	...	...
Zurich	50	50	...	85	100	15	70	75	5	140	160	20	145	160	15	220	...	...
Chinook				80	95	15	60	70	10	135	160	25	140	160	20	220	...	...
Yantic	50	60	10	75	85	10	50	50	...	130	150	20	135	150	15	215	...	...
Toledo	50	70	20	75	85	10				125	150	25	130	150	20	210	...	...
Havre	60	70	10	70	80	10				125	150	25	130	150	20	205	...	...
Assinnibolne	60	75	15	60	70	10	50	50	...	120	150	30	125	150	25	205	...	...
Laredo	70	85	15	50	65	15	50	60	10	115	150	35	120	150	30	200	...	...
Box Elder	75	90	15	50	60	10	60	70	10	110	140	30	115	140	25	195	...	...
Big Sandy	80	95	15				70	80	10	105	140	35	110	140	30	190	...	...
Verona	85	100	15	50	50	...	75	85	10	100	130	30	105	130	25	185	...	...
Cairo	85	100	15	50	60	10	75	85	10	100	120	20	105	120	15	185	...	...
Berber	90	105	15	50	65	15	80	90	10	95	110	15	100	110	10	180	...	...
Lippard	95	110	15	60	70	10	80	95	15	95	110	15	100	110	10	175	...	...
Liscum	100	115	15	70	75	5	90	100	10	85	100	15	90	100	10	170	...	...
Benton	100	115	15	75	75	...	90	100	10	85	95	10	90	95	5	165	...	...
Tunis	105	20	15	180	80	...	95	105	10	80	85	5	85	85	...	160	...	...
Flowerree	115	125	10	85	90	5	100	115	15	75	80	5	80	80	...	155	...	...
Goodale	120	130	10	90	95	5	110	120	10	60	70	10	70	70	...	150	...	...
Rainbow	120	135	15	95	100	5	110	125	15	60	70	10	70	70	...	150	...	...
Gibson	120	135	15	95	100	5	110	125	15	60	70	10	70	70	...	150	...	...
Great Falls	125	135	10	95	100	5	115	125	10	55	55	...	55	55	...	145	...	...
Black Eagle	125	135	10	95	100	5	115	125	10	55	55	...	55	55	...	145	...	...
Ulm	130	145	15	105	115	10	120	135	15	70	85	15	75	85	10	155	...	...
Cascade	140	150	10	110	125	15	130	140	10	75	100	25	80	100	20	160	...	...
Mid Canon	145	160	15	120	145	25	135	160	25	85	110	25	90	110	20	170	...	...
Craig	150	165	15	125	150	25	140	165	25	85	110	25	90	110	20	170	...	...
Wolf Creek	155	165	10	125	160	35	145	165	20	90	120	30	95	120	25	175	...	...
Mitchell	160	165	5	130	165	35	150	165	15	95	125	30	100	125	25	180	...	...
Silver	165	165	...	135	165	30	155	165	10	100	125	25	105	125	20	185	...	...
Helena	165	165	...	145	165	20	165	165	...	110	125	15	115	125	10	195	...	...
Montana City	180	200	20	150	200	50	170	200	30	115	150	35	120	150	30	200	...	...
Alhambra	180	200	20	155	200	45	170	200	30	120	150	30	125	150	25	205	...	...
Corbin	185	200	15	155	200	45	170	200	25	120	150	30	125	150	25	205	...	...
Boulder	190	200	10	165	200	35	180	200	20	130	150	20	135	150	15	210	...	...
Basin	195	200	5	165	200	35	135	200	15	130	150	20	135	150	15	215	...	...
Elk Park	200	200	...	175	200	25	190	200	10	140	150	10	145	150	5	220	...	...

TABLE SHOWING REDUCTIONS IN CENTS PER TON AFFECTED BY ORDER NO. 30 IN COAL RATES ON THE GREAT NORTHERY RAILWAY.
—(Continued).

TO	FROM GROUP NO.											
	1			2			3			4		
	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.
Butte	200	200	...	180	200	20	200	200	...	145	150	5
Burnham	70	85	15	70	85	15	50	60	10	125	150	25
Kremlin	75	95	20	75	95	20	50	70	20	130	150	20
Gildedford	80	100	20	80	100	20	60	80	20	135	150	15
Rudyard	85	100	15	85	100	15	75	80	5	140	150	10
Iverness	85	110	25	90	110	20	75	90	15	140	150	10
Joplin	90	110	20	90	110	20	80	90	10	140	150	10
Chester	95	115	20	95	115	20	85	100	15	135	150	15
Lothair	100	135	35	105	135	30	90	125	35	125	150	25
Concord	105	150	45	110	150	40	95	140	45	120	150	30
Dunkirk	110	150	40	115	150	35	100	150	50	115	150	35
Farrell	115	160	45	115	160	45	105	150	45	115	150	35
Shelby	115	165	50	120	165	45	105	150	45	110	150	40
Viriden	115	170	55	120	170	50	105	150	45	115	150	35
Ethridge	120	170	50	125	170	45	110	150	40	120	150	30
Cut Bank	130	175	45	130	175	45	115	165	50	125	165	40
Seville	130	185	55	135	185	50	120	180	60	130	180	50
Bombay	140	185	45	140	185	45	125	180	55	135	180	45
Browning	145	185	40	145	185	40	135	180	45	140	180	40
Midvale	150	195	45	155	195	40	140	190	50	145	190	45
Lubec	155	195	40	155	195	40	145	190	45	150	190	40
Skyland	160	200	40	160	200	40	150	200	50	155	200	45
Java	165	215	50	165	215	50	155	215	60	160	215	55
Paola	170	225	55	170	225	55	160	225	65	165	225	60
Nyack	175	225	50	175	225	50	165	225	60	170	225	55
Belton	180	240	60	185	240	55	170	240	70	175	240	65
Coram	185	240	55	185	240	55	175	240	65	180	240	60
Columbia Falls	190	250	60	190	250	60	175	250	75	185	250	65
Whitefish	190	265	75	195	265	70	180	265	85	190	265	75
Lupfer	200	275	75	200	275	75	185	275	90	195	275	80
Radnor	205	290	85	205	290	85	195	290	95	200	290	90
Trego	210	290	80	215	290	75	200	290	90	205	290	85
Tobacco	215	300	85	220	300	80	205	300	95	210	300	90
Shields	220	300	80	225	300	75	210	300	90	215	300	85
Rexford	220	300	80	225	300	75	210	300	90	220	300	80
Gateway	225	300	75	230	300	70	215	300	85	225	300	75
Stonehill	230	300	70	230	300	70	220	300	80	225	300	75
Ural	235	300	65	235	300	65	225	300	75	230	300	70
Warland	240	300	60	240	300	60	230	300	70	235	300	65
Jennings	245	300	55	245	300	55	235	300	65	240	300	60
Libby	250	300	50	250	300	50	240	300	60	245	300	55
Kootenai Falls	250	300	50	250	300	50	245	300	55	250	300	50
Yakt	255	300	45	255	300	45	250	300	50	255	300	45
Kalispell	195	250	55	200	250	50	185	250	65	190	250	60
Somers	200	250	50	205	250	45	190	250	60	195	250	55
Sedan	200	275	75	205	275	70	190	275	85	195	275	80
Athens	205	275	70	205	275	70	195	275	80	200	275	75
Marlon	205	275	70	210	275	65	195	275	80	205	275	70
Sweet Grass	135	190	55	140	190	50	125	175	50	130	175	45
Kevin	125	190	65	130	190	60	115	175	60	120	175	55
Naismith	120	165	45	125	160	35	110	150	40	105	140	35
Fowler	125	165	40	125	160	35	115	150	35	105	130	25
Conrad	130	165	35	130	150	20	120	150	30	95	120	25
Brady	140	165	25	125	150	25	125	150	25	90	100	10
Collins	145	165	20	120	140	20	130	150	20	85	90	5
Dutton	145	150	5	115	130	15	135	140	5	80	85	5
Power	140	150	10	110	120	10	125	140	15	75	80	5
Vaughn	130	150	20	105	120	15	120	140	20	70	75	5
Manchester	130	150	20	100	120	20	120	140	20	60	75	15
Field	130	160	30	100	125	25	115	150	35	50	55	5

TABLE SHOWING REDUCTIONS IN CENTS PER TON AFFECTED BY
ORDER NO. 30 IN COAL RATES ON THE GREAT NORTHERY RAILWAY.
—(Continued).

TO	FROM GROUP NO.																	
	1			2			3			4			5			6		
	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.	New Rate.	Old Rate.	Reduction.
Gerber	130	160	30	100	125	25	120	150	30	50	50	...	50	55	5	140	180	40
Stockett	135			105			125						60			145		
Sand Coulee	135			105			125						60			145		
Swift	130	160	30	105	125	20	120	150	30	50	60	10	50	55	5	140	180	40
Wayne	135	160	25	105	135	30	125	150	25	50	75	25	50	50	...	135	180	45
Armington	140	160	20	110	140	30	130	150	20	60	100	40				130	175	45
Riceville	145	200	55	115	165	50	135	190	55	70	100	30	50	70	20	135	...	...
Tyler's Spur	150	210	60	120	175	55	140	200	60	75	100	25	60	90	30	140	...	...
Monarch	150	210	60	125	175	50	140	200	60	80	100	20	60	90	30	145	...	...
Neihart	160	235	75	130	200	70	145	225	80	85	115	30	70	100	30	150	...	...
Raynsford	145	180	35	115	160	45	135	170	35	70	105	35	50	60	10	125	170	45
Spion Kop	145	185	40	120	170	50	135	175	40	75	105	30	50	65	15	120	165	45
Geyser	150	190	40	120	180	60	140	180	40	75	110	35	60	70	10	140	160	40
Merino	155	200	45	125	190	65	145	190	45	80	110	30	60	80	20	115	155	40
Stanford	160	215	55	130	210	80	150	210	60	85	115	30	75	100	25	110	145	35
Windham	165	220	55	135	215	80	150	220	70	90	115	25	75	110	35	105	140	35
Moccasin	170	230	60	140	225	85	160	230	70	95	120	25	80	115	35	100	130	30
Hobson	170	230	60	145	225	80	160	230	70	95	120	25	85	115	30	100	130	30
Mendon	175	235	60	150	235	85	165	235	70	100	125	25	90	120	30	95	125	30
Buffalo	180	240	60	150	240	90	170	240	70	105	125	20	90	120	30	90	120	30
Judith Gap	185	240	55	155	240	85	175	240	65	110	125	15	100	120	20	85	120	35
Bercail	190	250	60	165	250	85	190	250	70	120	135	15	105	135	30	80	115	35
Hedges	195	260	65	165	260	95	185	260	75	120	145	25	110	145	35	75	110	35
Franklin	200	280	80	175	280	105	190	280	90	130	165	35	115	165	50	70	105	35
Vebar	205	290	85	175	290	115	195	290	95	130	175	45	120	175	55	60	100	40
Cushman	210	300	90	180	300	120	195	300	105	135	185	50	120	185	65	50	90	40
Painted Robe	215	310	95	185	310	125	205	310	105	140	195	55	130	195	65	50	70	20
Broadview	220	315	95	190	315	125	205	315	110	145	200	55	130	200	70			
Comanche	220	315	95	195	315	120	210	315	105	150	200	50	135	200	65	50	70	20
Acton	225	315	90	195	315	120	215	315	100	150	200	50	140	200	60	50	75	25
Rimrock	230	320	90	205	320	115	220	320	100	160	205	45	145	205	60	60	75	15
Laurel Junction	235	325	90	210	325	115	225	325	100	160	210	50	150	210	60	70	75	5
Billings	240	330	90	215	330	115	230	330	100	170	215	45	155	215	60	75	75	...

Note:—Except as shown above, there were no rates heretofore on coal from Broadview except Class "D".

AVERAGE REDUCTIONS.

From Group No. 1.....	22.33%
From Group No. 2.....	23.69%
From Group No. 3.....	24.33%
From Group No. 4.....	19.90%
From Group No. 5.....	18.11%
From Group No. 6.....	25.62%

General Average22.33%



Avalanche Basin in the Lake McDonald Country. On the Line of the Great Northern Railway.

Part III.

Petitions and Complaints.

Subject: Freight Shipments to Non-agency Stations.

J. C. Hadley,

vs.

Northern Pacific Ry. Co.

On August 16th, 1908, J. C. Hadley of Quartz, Montana, filed complaint stating that there was no depot or other protection for freight shipments received at that station; that the train crews dumped his goods off indiscriminately and that he thereby suffered loss.

The matter was taken up with Superintendent J. M. Rapelje who explained that that portion of the Couer D' Alene Branch was being practically rebuilt and would eventually be the main line, when the Paradise-St. Regis cut off was completed, that owing to heavy construction work under way, things at Quartz were in rather bad shape, and until such time as permanent plans were completed he would have a box car placed for receiving freight and instructions issued to train crews to unload all shipments therein.

This information was communicated to the complainant on Sept. 3rd, since which date there has been no further complaint.

Subject: Ore Rates.

Silver Fissure Mining Co.,

vs.

Northern Pacific Ry., and Oregon Short Line R. R.

On August 24th, 1908, the above named mining company applied to the Commission for through rate on ore, valuation \$25.00 per ton, Toston to Armstead, via Northern Pacific Railway, and O. S. L. R. of \$2.75 per ton.

This request appearing as reasonable, application was made for rate named, and secured on basis of N. P. Ry., \$1.50; O. S. L., \$1.25 per ton.

Subject: Alleged Overcharge on Car of Oats.

George T. Overose,

vs.

Great Northern Ry., Northern Pacific Ry.

On Sept. 5th, 1908, Geo. T. Overose, of St. Peter, Montana, submitted to the Commission a statement of facts relative to freight charges paid on a car of oats from Cascade, Mont., on the Great Northern Ry., to Queen's Siding on the Northern Pacific, having reason to believe that the charges were higher than the published tariff provided.

Investigation showed that rate of 21c as assessed, was correct, viz., Great Northern 15c, Northern Pacific 6c per cwt.

Subject: Delay to Express Shipments at Park City, Mont.

Clark & Corwin,

vs.

Northern Pacific Ry. Co.

On Sept. 8th, 1908, Clark & Corwin of Park City, Montana, filed complaint stating that the only west-bound train that would take express from that point was No. 5, which was so early in the morning that shipments of fruit suffered a delay of 24 hours after being picked.

Matter was taken up with Gen'l Supt. G. A. Goodell, of the Northern Pacific Ry Co., and arrangements made to have train No. 15 in the evening accept perishable packages of express, and by so doing it enabled the producers to pick the fruit for the west late in the day and have it on sale in Big Timber, Livingston, Bozeman, and Butte first thing in the morning. This arrangement was entirely satisfactory to complainants.

Subject: Shipment of Furs Lost in Transit.

Alex. Lewis,

vs.

Great Northern Ry. Co.

On Sept. 10th, 1908, Alex. Lewis of Harlem, Mont., filed complaint stating that on the 12th of June, he had made a shipment of furs and hides from Harlem, Mont., to Oshkosh, Wisconsin, which had not reached their destination; that he had been informed that the shipment was lost at Minnesota Transfer.

The matter was taken up by this Commission with the officials of the Great Northern Ry. Co., and on Nov. 24th, Mr. G. W. Perry, Freight Claim Agent, St. Paul, Minn., wrote that the shipment had since been located and forwarded as billed.

This information was communicated to the complainant, and under date of Dec. 10th, the latter advised that while the package had been pilfered and more or less damaged by moth, he was about to make settlement with the Railway Company, and requested this Department to defer any further action.

Subject: Freight Rates on Green Fruits.

Ferbrache Fruit Co.,

vs.

Northern Pacific Ry.

The above named company of Hamilton, Montana, complained on Sept. 19th, 1908, that they were being discriminated against in the matter of rates on fruit, in favor of Oregon and Washington, and quoting the alleged discriminatory rates.

Investigation showed that such was not the case, and the complainants had been erroneously informed.

Subject: Minimum Car Load Weight on Lumber.

Montana Lumber Company,

vs.

Montana Railroad Company.

On Sept. 30th, 1908, the Montana Lumber Company of Lewistown, Montana, complained that the Montana Railroad was applying minimum weight of 50,000 pounds on cars coming from Northern Pacific points, whereas the latter company's weights were 40,000 to 45,000 pounds.

It was found that the Montana Railroad tariff provided for fifty thousand pounds minimum on lumber in box cars over 36 feet, while the Northern Pacific minimum was based on cubical capacity, and effective Oct. 21st, 1908, same basis was adopted by the Montana Railroad.

Subject: Condition of Depot at Shelby, Montana.

M. A. Garlock, et al,

vs.

Great Northern Ry. Co.

On October 10th, 1908, M. A. Garlock, et al filed complaint stating that there was no fire in the waiting room of the depot at Shelby on that date; that two panes of glass were broken, one entirely gone, and that a lady with some little children was obliged to leave the depot on account of the cold, and go to the hotel; that the attention of the agent was called to the matter but no attempt was made to start a fire.

Copy of the complaint was by this Commission forwarded to Superintendent T. F. Lowry at Havre, Mont., and on Oct. 18th, reply was received to the effect that the matter had been taken up in such a way as would positively preclude any further complaint.

Subject: Rate on Lumber.

M. Mungas,

vs.

Northern Pacific Ry.

On Oct. 15th, 1908, the above named complained that he was required to pay 10c per cwt., on lumber and stulls Phillipsburg to Butte, a haul of 98 miles, while the rate from Hamilton to Butte, 170 miles was 11½c per cwt.

Both points of origin being located on branch lines and operating conditions being very similar, the Commission considered that a rate of 8c should be established from Phillipsburg which was done, effective October 23rd.

Subject: Delay to Race Horse in Transit.

P. F. Daly,

vs.

Northern Pacific Ry. Co.

On October 20th, 1908, P. F. Daly filed complaint stating that on the morning of Sept. 26th, he shipped the race horse, "Gee Whiz" from Forsyth to the Helena State Fair; that the car was side-tracked at Billings for 26 hours, and again at Livingston, not arriving at Helena until the night of the 30th, that by reason of such delay the horse was not in condition to race, entailing a financial loss to the complainant.

On November 7th, the Commission recommended that claims for damages be presented to the Railway Company and solicited further communication with this Department if necessary to secure a settlement. There has been no later correspondence.

Subject: Coal Delayed in Transit.

Gallatin Lumber Co.,

vs.

Chicago, Burlington & Quincy R. R. Co., and Northern Pacific
Railway Co.

On October 24th, 1908, the Gallatin Lumber Company of Bozeman, Montana, filed complaint stating that C. B. & Q. Cars 26383, 30914 and 24946, coal from the Owl Creek Co., Gebo, Wyoming, were shipped on Oct. 9th, and had not been received and that they were unable to locate the cars.

Matter was at once taken up with the officials of the Railway companies and a complete check of the movement of these cars showed that the delay was caused on the line of the C. B. & Q. Railroad, by reason of numerous engine failures, and were further delayed on account of a wreck at Cody, Wyo., Oct. 18th.

Subject: Minimum Weight on Grain.

The Isdell Mercantile Co.,

vs.

Northern Pacific Ry. Co.,

On November 14th, 1908, the above named company complained that they had ordered a small car set in at Dawes for grain loading, but instead a car of 80,000 pounds capacity was furnished, and loaded with but 56,100 pounds being all the grain there was to ship. Charges were assessed on basis of minimum for 80,000 pounds capacity, making an alleged overcharge of \$22.70.

Claimants were advised as to the rules governing in such cases, and the Commission recommended that they present claim to the Railway Company. Whether or not this was done, we are not informed.

Subject: Delay to L. C. L. Shipments at Dillon, Montana.
Montana Mercantile Co.,

vs.

Oregon Short Line R. R. Co.

On November 19th, 1908, the Montana Mercantile Company of Dillon, Montana, by their President, W. A. Jones, made complaint to the Commission, alleging that the local freight service on the Oregon Short Line Railroad between Silver Bow and Montana was the worst to be found anywhere in the United States. That freight delivered to the Oregon Short Line warehouse at Dillon for local shipment was held in the warehouse or in box cars in the yard from four to eight days; that they attributed a greater portion of such delay to insufficient station force to handle the business.

Matter was at once taken up with local officials of the Railroad Company, and on Dec. 11th, 1908, W. H. Bancroft, General Manager of the defendant company, advised that the cause for complaint had been removed; that the trouble was due to lack of attention, and interest on the part of the agent at Dillon.

On Dec. 19th, in response to our inquiry, complainant stated that conditions were very much improved and to their entire satisfaction.

Subject: Depot and Agency at Judith Gap (Old Ubet), Montana.

H. F. Gorman, et al.,

vs.

Montana Railroad Company.

On November 14th, 1908, H. F. Gorman of Helena, Mont., made complaint stating that there was no protection or shelter for passengers or freight at Ubet, on the line of the Montana Railroad; that he was a traveling man and in a position to observe the increasing business to and from that point, and in the interest of the public, requested the Commission to look into the matter with a view of putting up a station building and perhaps installing an agent.

This subject has been one of correspondence with the Montana Railroad Company since date of complaint; the name of the station has during the interval been changed to Judith Gap, and on May 2nd, 1909, an agency was established.

Subject: Class Rates.

Lima Mercantile Co.,

vs.

Oregon Short Line R. R.

On December 2nd, 1908, the above named company, Lima, Montana, complained that the class rates on the Oregon Short Line were much higher in one direction than the other, between same points.

Investigation showed that such was not the case; the rates applying **between**, therefore the same from or to.

Subject: Switching Charge at Industrial Spurs.

D. V. Bean,

vs.

Northern Pacific Ry.

On December 3rd, 1908, D. V. Bean of Hamilton, Montana, complained to the Commission that he was obliged to pay \$1.00 per car switching at his spur located south of Hamilton, on what is known as the Darby Extension; said switching charge being in addition to the regular tariff, and asking that refund be made in the sum of \$286.00.

Effective June 1st, 1909, this switching charge was discontinued at all commercial spurs located on the Northern Pacific Railway in Montana, but refund as requested by complainant could not be made, as the charge was assessed in accordance with regularly authorized tariff.

Further, it was found that Mr. Bean had signed a contract with the Railway Company in 1904, before the spur was laid, agreeing to pay a switching charge of \$1.00 per car.

Subject: Rate on Coal Bear Creek to Butte and Anaconda.

Sewell Davis,

vs.

Yellowstone Park R. R., Northern Pacific Ry., Butte, Anaconda
& Pacific Ry.

On Dec. 5th, 1908, the above named, a coal dealer of Butte, Montana, wrote the Commission explaining that the rate on coal from Rock Springs and common points to Anaconda via O. S. L. and B. A. & P. is the same as the O. S. L. rate to Butte, while the Yellowstone Park Railroad, Northern Pacific, and B. A. & P. joint rate from Bear Creek to Anaconda is 50c per ton higher than to Butte, and asked that the same rate apply from Bear Creek to Anaconda as to Butte, plus the prorate on mileage from Butte to Silver Bow Junction.

The first named is an interstate movement, and while true that the Oregon Short Line names same rate to Butte and Anaconda the rates are higher than via Northern Pacific, and its connections from Bear Creek to these points, and the Commission takes the position that the joint rates from Bear Creek to Butte and Anaconda, \$2.00 and \$2.30 per ton respectively, are not excessive for the service performed.

Subject: Pyrography Wood.

Franzman Wall Paper Co.,

vs.

Northern Pacific Railway Co., and Eastern Connections.

The Franzman Wall Paper Company of Butte, Montana, made complaint on December 9th, 1908, that the rates charged on pyrography wood, viz., "flat stuff (plaques, etc.), 1st class; boxes, double 1st class," from Chicago to Butte, and that same were excessive. Considerable correspondence ensued, and effective November 1st, 1909, a rating of second class was made to apply on "wood used for pyrographic work cut into shape of ovals, circles, panels, etc., plain, stamped or stencilled (not burnt) boxed."

Subject: Rate on Lime Rock.
Pittsburgh & Montana Copper Co.,
vs.
Northern Pacific Ry. Co.

On Dec. 14th, 1908, the Pittsburgh & Montana Copper Company, by its Traffic Manager, Geo. W. Winter, made complaint to the Commission that the rate of 65c per ton on lime rock from Lime Spur on the Butte line of the Northern Pacific Railway to Butte, was too high, and asked that a 50c rate be established.

The subject was made one of considerable correspondence and resulted in a public hearing being held on March 24th, 1909, at which hearing the Railway Company introduced evidence in support of the existing rate of 65c per ton, and the complainant apparently withdrawing their objections by non-appearance, it was allowed that the rate should stand. See Order Number 25.

Subject: Coal Shortage, Cut Bank, Mont.
Cut Bank Mercantile Co.,
vs.
Great Northern Ry. Co.

On December 16th, 1908, the Cut Bank Mercantile Co., complained, first, that the people of that town were threatened with a coal famine, having had an order placed with the Lethbridge mines since Oct. 15th, the mines claiming that they were unable to get cars for loading. Second, that a car of coal billed out of Great Falls on November 27th, had not been received.

Inquiry at the offices of the Great Northern Railway Company, this city, on Dec. 18th, furnished information that 150 Great Northern box cars had been delivered to the Lethbridge mines so far in that month. Complainants were notified of this fact, also that the point of shipment being outside the state of Montana, the matter was beyond the jurisdiction of this Commission.

Our letter of Dec. 18th, requesting the number of the car shipped from Great Falls on Nov. 27th, in order that we might expedite its movement, was never replied to.

Subject: Station Facilities and Train Service at Rockvale, Mont.

Citizens of Rockvale, Mont.

vs.

Northern Pacific Ry. Co.

On December 18th, 1908, the citizens of Rockvale, Mont., petitioned the Commission to have the Billings-Red Lodge passenger train stop at that station when there were passengers to get on or off, and on Dec. 21st, arrangements were made with the Northern Pacific Ry. Co., to have this done.

On January 19th, 1909, John R. Clawson, on behalf of the people of Rockvale, complained that there was no protection at that station for either freight or passengers, and that such facilities were much needed. Matter was taken up with G. A. Goodell, Gen'l Supt., who at once made arrangements to have a car body set out for a waiting room and provided same with a stove, fuel, lights and seats; Mr. Clawson having an understanding with the postmaster that he would look after the fires and keep the place clean.

Subject: The Right of Railway Company to Collect Under-charges.

J. S. Hodge,

vs.

Northern Pacific Ry. Co.

On January 5th, 1909, J. S. Hodge of Victor, Montana, made complaint that he had paid \$208.00 freight charges on a shipment of one dynamo and fittings, about Oct. 15th, 1908, and that the Railway Company had now presented a supplementary bill for \$51.40, claiming that the shipment was improperly billed. Complainant desired information as to the legality of the Railway Company demanding additional charges at that late date.

Held: That the Railway Company had the right to collect the difference between the original and the amended bill, if in so doing the revised charge was in accordance with their authorized tariff; otherwise the acceptance of the lower rate would be unlawful discrimination in favor of the consignee.

Subject: Minimum Weight on Flour.

G. N. Mires,

vs.

Northern Pacific Ry. Co.

On January 7th, 1909, G. N. Mires of Winston, Montana, complained to the Commission that the minimum on flour had been raised from 24,000 to 30,000 pounds, and again to 36,000 pounds, effective January 1st, 1909.

Complainant was informed that the new tariff of the Northern Pacific provided that where Class "D" rates at actual weight made a lower charge than the new minimum weights at the new rates, Class "D" would apply with minimum of 30,000 pounds.

Subject: Rates on Coke.

Helena Light & Railway Co. (Gas Department).

vs.

Great Northern Ry. Northern Pacific Ry.

On January 16th, 1909, the H. L. & R. R. Co., complained that they were in a position to ship gas house coke in car lots to Great Falls, Missoula, and Hamilton, but could not do so under the present Class "D" rates.

Matter was taken up with the Great Northern Ry. and the Northern Pacific Ry. and commodity rates established to points named, which were satisfactory to applicant.

Subject: Alleged Overcharge on Emigrant Movables and Stock.

J. W. Wilson,

vs.

Northern Pacific Ry. Co.

On January 17th, 1909, J. W. Wilson of Hamilton, Montana, complained to the Commission that he had shipped a car of emigrant movables and stock from River Falls, Wisconsin, to Hamilton, Montana, and that the agent at the latter station had raised the classification on a quantity of potatoes contained in the car, thus increasing the freight charges \$33.30. Complainant explained that these potatoes were of a very low grade and were intended for no other purpose than feed for stock while in transit, and felt that he had been unjustly required to pay this excess.

Matter was taken up with W. H. Merriman, D. F. & P. A. of the Northern Pacific Railway Company, who at once made investigation with the result that the overcharge was refunded to complainant on April 6th.

Subject: Contract Governing the Construction of Industrial or Commercial Spur.

Pacific Coast Pole Co.,

vs.

Great Northern Ry. Co.

On January 18th, 1909, the Pacific Coast Pole Company reported to the Commission that in 1906, the Great Northern Railway Company constructed a spur track two miles west of Yakt, Montana, known as "Star Creek Spur," that complainants furnished the ties, did the grading, and paid the Railway Company \$329.30 for labor, and that the said Great Northern Ry. Co., now threatened to take the track up for the reason that the P. C. P. Co. refused to sign a contract whereby they would assume liability for damage by fire to the property of the Railway Company as well as their own, and on or about May 1st, 1909, the Railway Company did take up the rails and remove the switch from said spur track.

The Attorney General in his opinion rendered (See "Opinion Atty. Gen'l," May 25th, 1909), stated that if the track was laid, not for the accommodation of the public generally, but in furtherance of a private agreement, the matter would in all probability be governed by the private contractual relations established between the parties thereto, and that the court rather than the Railroad Commission would seem to be the proper tribunal for the adjustment of their differences.

Subject: Passenger Train Service at Weeksville, Mont.

Residents of Weeksville, Mont.,

vs.

Northern Pacific Railway Co.

On January 20th, 1909, the residents of Weeksville, Mont., petitioned the Commission to have one passenger train daily in each direction, stop at that station when there were passengers to get on or off; that their business was transacted at Plains, Mont., and under present conditions they were unable to reach that market except by driving sixteen or seventeen miles over very rough roads.

Matter was taken up with G. A. Goodell, Gen'l Supt. of the Northern Pacific Railway Company, and under date of April 8th instructions were issued making Weeksville a flag station for train No. 3 westbound, and train No. 16 eastbound.

This arrangement will give Weeksville people about three hours in Plains during the best part of the day.

Subject: Placing of Mail Cars.

Department of Railway Mail Service,

vs.

Northern Pacific Railway Co.

On January 20th, 1909, the Department of Railway Mail Service solicited the assistance of this Commission to require the Northern Pacific Railway Company to so place mail cars in trains that the postal clerk while performing his duties enroute, would be in the end of the car (the letter end) farthest from the engine, with a view of affording said postal clerks greater personal safety.

The matter was taken up with Gen'l Supt. G. A. Goodell, and on Feb. 1st, General Manager George T. Slade of the Northern Pacific Railway Company, wrote the Commission that he had issued instructions to turn these cars at the end of the run so the above conditions would maintain.

There has been no further complaint.

Subject: Station Facilities at Three Forks, Mont.

Residents of Three Forks, Mont.,

vs.

Northern Pacific Railway Co.

Numerous complaints having been made to the Commission that there were no facilities at Three Forks on the Butte line of the Northern Pacific Railway, for the accomodation of passengers or for the protection of freight shipments, the matter was taken up on Jan. 22nd, with G. A. Goodell, Gen'l Supt., who advised on January 26th, that it was the intention as soon as weather conditions would permit, to enlarge the facilities so as to properly handle the growing business at that station, and as a temporary expedient, two box cars had been set out, one to be used as a waiting room, the other for storage of freight.

On March 23rd, Mr. Goodell advised that the permanent plans were under consideration, and on April 13th, further advised that J. F. Shipton was appointed agent at that station and that telegraph service would be commenced the following day.

Subject: Station Facilities Jefferson Island, Montana.

Residents of Jefferson Island,

vs.

Northern Pacific Ry. Co.

On January 27th, the residents of Jefferson Island, on the Butte line of the Northern Pacific Railway, complained to the Commission that there was no protection at that station for either passengers or shipments of freight; that there was considerable passenger business done to and from that point, and a growing traffic in freight as well as express shipments.

Matter was taken up with G. A. Goodell, Gen'l Supt., of the Northern Pacific Railway, who advised that plans for a depot and platforms were under discussion. The building has been completed and the station name has been changed to "Cardwell."

Subject: Loading Spur at Tuscor, Mont.

Residents of Tuscor,

vs.

Northern Pacific Railway.

On January 29th, 1909, the residents of Tuscor, Montana, complained that on account of the Northern Pacific having made a change in the location of its main line through that station, shippers were unable to get cars placed for loading, as there was no loading spur at the new location.

Correspondence with the railway company secured the construction of a loading spur off the passing track at new Tuscor, the work being done in July.

Subject: Depot and Agency at Wickes, Montana.

Residents of Wickes, Montana,

vs.

Great Northern Ry. Co.

Since January 30th, 1909, the necessity for a depot and agency at Wickes on the Great Northern Railway has been under consideration and investigation; the residents of that place having petitioned the Commission for such facilities stating that there was an increased activity in mining developments, also in freight received, and that the depot which had been burned down several years ago had never been rebuilt.

The actual figures, however, showing the amount of business received and forwarded at Wickes, did not show that it would be consistent to ask the Railway Company to go to this expense until the tonnage was considerably increased.

Subject: Freight Rate on Coal From Roundup, Montana.

Ives & Smith,

vs.

Chicago, Milwaukee & Puget Sound Ry. and Northern Pacific Ry.

On January 30th, 1909, Ives & Smith, coal dealers of Helena, Montana, applied to the Commission for joint rates on coal from Roundup to Helena and intermediate points, also to Missoula via Helena, requesting same rates as then in effect from Red Lodge and Bridger, Mont., on which the Northern Pacific performed the entire service.

It was not considered proper to meet the local rate of the Northern Pacific from Red Lodge and Bridger, but a rate of two dollars per ton was granted from Roundup to Helena and intermediate points, as against the sum of locals aggregating \$2.50 per ton. No action was taken as to Missoula for the reason that the C. M. & P. S. Ry., would have their own rails into Missoula probably by July 1st, 1909.

Subject: Station Facilities at Hysham, Montana.

Residents of Hysham,

vs.

Northern Pacific Ry. Co.

On Feb. 2nd, 1909, complaint was made to the Commission that the facilities at Hysham on the main line of the Northern Pacific Railway, were inadequate to handle the increasing traffic, and asked for a station and agency.

Matter was taken up with G. A. Goodell, Gen'l Supt., Northern Pacific Railway, with the result that the depot formerly located at Fort Keogh has been removed to Hysham, and fitted up for the accomodation of passengers and until such time as the traffic will warrant the services of an agent, the building is being looked after by J. O. Lockard, a merchant of that place.

Subject: Change Name of Jefferson Island, Mont., to Cardwell.

Residents of Jefferson Island,

vs.

Northern Pacific Railway Co.

On February 4, 1909, complaint was made to the commission stating that on account of there being a station named Jefferson Island on the Butte line of the Northern Pacific, and a station of the same name on the Chicago, Milwaukee & Puget Sound Railway, also "Jefferson" on the Montana Central, all in the state of Montana, a great deal of confusion was caused by shipments of freight and express going astray, and asked that Jefferson Island on the Northern Pacific be changed to "Cardwell" in honor of Senator Edward Cardwell of that place.

The railway Company expressed their willingness to make the change, provided the postoffice department would do likewise, and as a result of correspondence this Commission has had, that station and postoffice will be known as "Cardwell," the Railway Company making the change May 23rd, and the postoffice department July 1st, 1909.

Subject: Coal Rates Bear Creek to East Helena.

D. J. Kane,

vs.

Yellowstone Park R. R. and Northern Pacific Ry.

On February 5th, 1909, D. J. Kane of East Helena, presented claim to the Commission against the Yellowstone Park Railroad, and the Northern Pacific Railway, for refund of excess freight charges on coal shipped from Bear Creek.

The through rate from Bear Creek to Helena is \$2.00 per ton, while the local rate Bear Creek to Bridger is 50c; Bridger to East Helena \$1.65; total \$2.15, or 15c per ton higher than to Helena, a greater distance in direct line.

Refund of the overcharge was made on July 7th, 1909.

Subject: Excess Baggage on Bicycles and Baby Carriages.

E. M. Ellis,

vs.

Great Northern Ry. Co., and Northern Pacific Ry. Co.

On February 5th, 1909, E. M. Ellis of Helena, made complaint that the above named defendant Railway Companies were making a special charge on bicycles and baby carriages in Montana regardless of the amount of other baggage the passenger might have, while in adjoining states, traversed by said lines of railway, there was no charge on these articles unless the passenger had to exceed 150 pounds of baggage.

Investigation developed that complainant had been misinformed as to baby carriages; that a uniform special charge was being made in all states, minimum fifty pounds, minimum charge 25 cents. On bicycles, however, the laws of Washington and North Dakota require Railway Companies to handle as part of regular baggage, said laws being enacted several years ago when the bicycle fever was at its height. Mr. Ellis was informed on March 8, 1909, of the above facts.

Subject: Rate on Coal Lewistown to Butte.

Spring Creek Coal Co.,

vs.

Chicago, Milwaukee & Puget Sound Ry.

On February 8th, 1909, the above named company of Lewistown, Montana, applied to the Commission for rate on coal to Butte, Montana, there being no rate in effect other than Class "D."

It was arranged with the C. M. & P. S. Ry., to publish commodity rate of \$1.65 per ton, which is the same as the Northern Pacific rate from Red Lodge to Butte, thus placing both mines on an equal basis to compete for Butte business.

Subject: Train Service Between Great Falls, Stockett and Sand Coulee.

Residents of Cascade County,

vs.

Great Northern Railway Company.

On February 15th, 1909, residents of Cascade County petitioned the Commission for better passenger train service between Stockett, Sand Coulee and Great Falls.

These two stations are located on a branch line of the Great Northern Railway, and are distant from Great Falls 18.2 and 15 miles respectively. Both are coal mining camps and the coal train, which runs daily, carries a coach for the accomodation of passengers.

A thorough investigation of the complaint was made to determine the necessity of an exclusive passenger train, and while it is probably true that better than the present facilities would be much appreciated by the residents of this district, the Commission was unable to see wherein the Railway Company would be compensated for the service petitioned, and the matter has been allowed to rest for the present.

Subject: Claim for Coal Diverted to Use of Defendant.

Montana Coal & Iron Co.,

vs.

Northern Pacific Ry. Co.

On February 17th, 1909, the Montana Coal & Iron Company, Bear Creek, Montana, reported to the Commission that on Oct. 28th, 1908, they had shipped to the Midland Coal & Lumber Co., Glendive, Montana, N. P. Car 32840, coal, and which had not been received by consignee; that they were unable to get any satisfactory information from the Railway Company as to its disposition.

Investigation showed that this car of coal had been used by the Northern Pacific Railway Company on its docks at Glendive, and on June 10th, the claim was paid in full.

Subject: Freight Rates on Brick, Etc.

Billings Pressed Brick & Tile Co.,

vs.

Northern Pacific Railway.

On February 23rd, 1909, the Billings Pressed Brick & Tile Co., operating at Fromberg, Montana, made complaint stating that according to their best information, the freight rates on brick, etc., from Fromberg, to points on the Northern Pacific Railway, within the state, were higher than from other brick manufacturing points in Montana, for similar service.

A statement was prepared by the Commission and copy furnished Complainant, which showed that the B. P. B. & T. Co., were on an equal footing with their competitors in the matter of freight rates.

Subject: Claim for Refund.

Town Lumber Company,

vs.

C. B. & Q. R. R. Co.

On February 26th, 1909, the Town Lumber Company of Bridger, Montana, presented complaint to the Commission stating that on April 15th, 1908, they were obliged to pay under protest, \$30.00 demurrage on a car which they were loading with poles at Crockett, Montana, and which was unloaded in error by employes of the C. B. & Q. R. R. Co.; that claim had been made for refund of the above amount, but to date of complaint no settlement had been made.

Matter was taken up with Mr. J. W. Newell, Auditor Freight & Ticket Accounts, C. B. & Q. R. R. Co., Omaha, Neb., and on April 19th, 1909, the claim was paid.

Subject: Freight Rate on Harness Leather.

A. B. Duke & Co.,

vs.

Great Northern Ry. Co.

On February 27th, 1909, A. B. Duke & Co., Chinook, Montana, complained that the rate on harness leather, in rolls, from San Francisco, Cal., had recently been increased and asked that same be restored to former basis.

Investigation developed that the rate had been slightly increased, but on account of the movement being interstate, and also the fact that the total freight charges on this commodity consigned to complainant for period of six months prior, amounted to only \$73.10, no further action was taken.

Subject: Freight Rate on Wood Into Missoula.

Bitter Root Valley Irrigation Company,

vs.

Northern Pacific Railway Company.

On March 2nd, 1909, the Bitter Root Valley Irrigation Company, by its General Manager, L. E. Wolgemuth, filed complaint with the Commission stating that they had some 8,000 cords of wood to ship from a point on the Northern Pacific Railway in Ravalli County, known as Lick Creek Spur; that the most of this wood would find a market in Missoula, a shipping distance of 58 miles; that the present rate of \$1.62½ per cord was excessive, and therefore prayed for relief.

A public hearing was called, and held at Missoula, Mont., on March 16th, as a result of such hearing a maximum distance tariff on wood up to 300 miles, was promulgated by the Commission, naming rates from all points on the Northern Pacific Railway into Missoula (See Order Number 23), said distance tariff making rate of \$1.20 per cord between Lick Creek Spur and Missoula, the subject of this complaint.

Subject: Freight Rates on Hay and Straw.

Various Shippers of Hay,

vs.

All Railroads in Montana.

Complainants stated that the present class "E" rate on hay and straw was an excessive and unreasonable charge for the service for distances greater than forty-five miles.

A public hearing was held in the offices of the Commission March 10th, 1909, as a result of such hearing a maximum distance tariff on hay and straw was promulgated by the Board, applicable to all railroads within the state.

See Order Number 24, dated April 2nd, 1909.

Subject: Overcharge on Shipment of Horses.

George W. Brewster,

vs.

Northern Pacific Ry. Co.

George W. Brewster of Birney, Montana, complained to the Commission on March 19th, 1909, stating that he had purchased and shipped three stallions from Twin Bridges, Montana, to Glendive, Montana, on March 8th; that one of these horses was unloaded at Forsyth at his request, and the total charges assessed against the shipment were \$131.70, which he claimed were excessive for the service.

It was found that the lowest combination of rates had not been used, and refund was made by the Northern Pacific Railway Company in the sum of \$12.75, same being the amount of overcharge.

Subject: Coal Rates.

E. W. Woolverton,

vs.

Great Northern Ry.

E. W. Woolverton of Boulder, Montana, wrote the Commission on March 20th, 1909, stating that the Great Northern Railway was charging him 75c per ton on coal Helena to Clancy, and Corbin; \$1.40 to Wickes, and \$1.50 to Basin; that the coal was being shipped from Red Lodge and Bear Creek and rebilled locally from Helena, taking the above rates.

Complainant was informed that Northern Pacific Tariff 87 D, effective March 13th, 1909, named rate of \$2.10 from Red Lodge to Fuller, Montana, and that the stations named being intermediate were entitled to the through rate of \$2.10 per ton from Red Lodge or Bridger, plus 50c per ton from Bear Creek, and any shipments charged a higher rate subsequent to March 13th, were subject to refund.

Subject: Coal Rate Bridger to Red Lodge, Montana.

B. E. Vaill,

vs.

Northern Pacific Ry. Co.

B. E. Vaill of Red Lodge, Mont., made complaint to the Commission on March 25th, 1909, that the Northern Pacific Railway were charging him \$1.70 per ton on coal Bridger to Red Lodge while the rate in the opposite direction was \$1.00 per ton on same commodity.

It was found that there was very little coal moving from Bridger to Red Lodge (the latter also a coal camp) and that Class "D" was the only rate that could apply, but to take care of the few Red Lodge people who wanted to use this coal, the rate of \$1.00 was made effective June 15, 1909.

Subject: Coal Rates in General.

Various Coal Operators, Dealers and Consumers,

vs.

All lines of Railroad in Montana.

Many complaints having been made against the prevailing rates on coal from various mines within the state, principally located in Carbon County, a public hearing was duly and regularly called on March 27th, and held on April 14th, 1909, to consider any phase of rates, intrastate, on this commodity.

See "Findings, Regulations and Orders," Orders 26, 29 and 30.

Subject: Agency and Depot at Cruse, Montana.

Residents of Cruse, Mont.,

vs.

Chicago, Milwaukee & Puget Sound Ry. Co.

On March 27th, 1909, Elmer E. Crawford of Cruse, Montana, presented complaint on behalf of himself and others, stating that the station of Cruse on the line of the C. M. & P. S. Ry., was closed last Fall with the understanding that it would be reopened in the Spring, and that it had been reported that the Railway Company did not intend to reopen the station.

Matter was taken up by the Commission with R. M. Calkins, Traffic Manager of the C. M. & P. S. Ry., with the result that the agency was re-established on April 19th, and the Railway Company has further promised to put up a small depot there in the immediate future.

Subject: Freight Rates on Stucco and Plaster of Paris.

Montana Hard Wall Plaster Co.,

vs.

Great Northern Railway Co.

On March 29th, 1909 the Montana Hard Wall Plaster Company of Monarch, Montana, applied to the Commission for commodity rates on stucco and plaster of paris from Monarch to Montana points.

A public hearing was held on June 30th and decided August 4th, 1909. See "Finding, Regulations and Orders." Order No 27.

Subject: Blocking Crossings.

Arthur D. Johnson,

vs.

Great Northern Ry. Co.

On March 29th, 1909, Arthur D. Johnson of Conrad, Montana, complained to the Commission that the residents of that place were seriously inconvenienced by reason of Great Northern train crews blocking the highways for what appeared to be an unnecessary length of time.

Matter was taken up with M. Nicholson, Supt., Great Northern Ry., Great Falls, who at once issued instructions to trainmen and on April 17th, complainant writes that he is pleased to report improved conditions.

Subject: Freight Rate on Lime Rock.

Jefferson Lime Company,

vs.

Northern Pacific Ry. Co.

On April 10th, 1909, D. A. Morrison, Manager, Jefferson Lime Company, applied to the Commission for lower rate on lime rock, Lime Spur to Billings, stating that he could probably secure contract for ten thousand tons if freight rate would permit, but that the present rate of \$1.45 per ton was excessive.

On or about May 13th, the Jefferson Lime Company transferred their interests to the East Butte Copper Mining Company, and effective July 8th, rate of \$1.25 per ton was established.

Subject: Freight Rate on Mine Timbers Elliston and Walker's Spur to Butte.

J. M. Schiffman,

vs.

Northern Pacific Ry. Co.

On April 14th, 1909, J. M. Schiffman of Gregsons, Montana, wrote the Commission stating that he was unable to ship mining timbers from Elliston to Butte in competition with other mills, and asked that the freight rate be reduced from 6½c to 5c per cwt; distance seventy three miles.

Investigation showed that complainant was also shipping from Walker's spur, two miles east of Elliston, from which point the rate was 8½c to Butte. The rate of 6½c from Elliston was not considered by the Commission as excessive in comparison with other rates on like commodity, and therefore allowed it to stand; but the railway company being willing to include Walker's spur at the Elliston rate, same was made effective July 28th.

Subject: Overcharge on Car of Coal.

A. L. Love,

vs.

Northern Pacific Ry.

A. L. Love of Bozeman, Mont., complained on April 14th, that he had paid \$2.15 per ton on N. P. Car 33117, coal Bear Creek to Trident, while the rate Bear Creek to Helena was only \$2.00 per ton. Trident being an intermediate station.

Refund of the overcharge was made on July 2nd, 1909, the car having been billed on the sum of two local rates, hence the excess charge.

Subject: Freight Rate on Oats For Seed Purposes.

Fred E. Gordon,

vs.

Northern Pacific Ry.

On April 21st, 1909, Fred E. Gordon of Sanders, Montana, wrote the Commission stating that he had been required to pay full tariff rate on a car of seed oats from Bozeman, Montana, and it was his understanding that there was a special tariff naming one half rate on grain for seed.

This special tariff does not include oats, for the reason that the rate was formerly abused by its application to oats for all purposes, forcing the railways to eliminate this item for their own protection.

Subject: Rate on Lumber to Milling Point.

Proudfit-Polleys Lumber Co.,

vs.

Northern Pacific Ry. Co.

On April 22nd, E. H. Polleys, representing the Proudfit-Polleys Lumber Company, Lincoln, Nebraska, took up with the Commission the question of rates on lumber from DeBorgia and Amens, Montana to Henderson, Montana, to be milled at the latter point, there being no rate other than Class "E" between these points.

Matter was taken up with the Northern Pacific Ry. Co., and effective May 7th, rate of 2c per cwt., was established minimum 60,000 lbs., open cars; this rate being satisfactory to the P. P. L. Co.

Subject: Claim Account Delay to Baggage.

Emanuel Fischl,

vs.

Great Northern Ry. Co.

On April 22nd, 1909, Emanuel Fischl of Helena, presented complaint stating that on February 20th, 1909, he had made a trip to Havre, Mont., via the Great Northern Railway, for the purpose of supplying a masquerade ball with costumes; that a portion of his baggage did not arrive at Havre until three days later, and as a consequence he was unable to furnish complete costumes, entailing a financial loss to complainant estimated at one hundred dollars.

Investigation of the claim discloses the fact that this baggage was handled by the Great Northern Ry. Co., without any knowledge of its contents, whereas their baggage circular provides that scenery and other theatrical paraphernalia will be handled as baggage only when released from the liabilities as common carriers against all claims or demands whatsoever which may arise or accrue by reason of any loss or damage or by delay in the transportation thereof, and in view of this fact and of the further fact that the claim was not sustained by any legal tariff, complainant was advised that in the opinion of the Commission the Railway Company was not liable for damages claimed.

Subject: Alleged Overcharge on Express Shipment.

Mrs. I. C. Hazlett,

vs.

Great Northern and Continental Express Companies.

On April 23rd, 1909, Mrs. I. C. Hazlett of Helena, Montana, made complaint to the Commission stating that on April 11th, 1909 (Sunday), she drove to Stanford on the line of the Billings & Northern Railway, with the intention of taking the train to Lewistown, Mont., on the line of the Montana Railroad. That on arrival at Stanford she found that there was no train on Sunday, and accordingly drove to Lewistown, leaving her trunk at Stanford to be "forwarded," by train. This was done by express and charges assessed amounting to six dollars. Complainant alleged that the charge was excessive for the service.

It was found, however, that the rate applied was correct, viz.; Stanford to Butte, via Great Northern Express Co., \$3.00; Butte to Lewistown via Continental Express Co., \$3.00, per one hundred pounds, and complainant so notified.

Subject: Trout Creek Depot and Agency.

Residents of Trout Creek, Mont.,

vs.

Northern Pacific Railway.

On April 26th, 1909, the residents of Trout Creek, Montana, petitioned the Commission to cause the Northern Pacific Railway Company to maintain an agency at the present location whereas the Railway Company contemplated moving the depot about three miles east.

Investigation showed that a line change had been made between Belknap and Tuscor which located the tracks through Trout Creek further north and away from the old depot site, and it would be practically impossible to maintain and operate the station in its former location.

Much benefit will be derived from the extensive work being done in the way of line changes and grade revisions, and a new depot is being built at Trout Creek, which when completed, will amply take care of the business of that section.

Subject: Stock Yards at Craig, Mont.

Craig Mercantile Company,

vs.

Great Northern Ry. Co.

The Craig Mercantile Company of Craig, Montana, complained to the Commission on April 27th, 1909, that the stock-yards at that place which were destroyed by the flood on April 14th, 1908, had not been rebuilt, and that there was urgent need of such facilities.

Matter was taken up with the Great Northern people, and on June 14th, 1909, the new yards were completed, not however, to the entire satisfaction of the stock shippers, who report that the yards are too small and not constructed along the proper lines.

Subject: Freight Rate on Ties.

M. Mungas,

vs.

Northern Pacific Ry. Co.

On April 28th, M. Mungas, of Philipsburg, Mont., complained to the Commission that he had a contract to furnish ties to the Helena Light & Ry. Co., but was unable to ship on the existing freight rate of 10c per cwt., and asked that the rate be reduced to 8c. The request being in the opinion of the Commission, a reasonable one, was granted and tariff published effective May 10, 1909.

Subject: L. C. L. Rate on Wagons and Hay Balers.

Norris Mercantile Co.,

vs.

Northern Pacific Ry. Co., and Eastern Connections.

The Norris Mercantile Company of Norris, Montana, complained to the Commission on May 4th, '09, that they had paid \$44.13 freight charges on a wagon K. D. from Winona, Minnesota, and \$45.82 on one hay baler from Minneapolis, Minnesota, claiming that these charges were excessive.

It was found that the rates charged were correct in accordance with Western classification, viz:—wagons K. D., L. C. L., first class; hay balers, L. C. L., third class.

Subject: Freight Rate on Fruit Jars.

John G. Clark,

vs.

Northern Pacific Ry., and Connections.

On May 4th, 1909, the above named engaged in the fruit canning business at Fromberg, Montana, complained that the rate on fruit jars, carloads, Kansas City, Mo., to Fromberg, was exorbitant.

Investigation of the complaint disclosed that Mr. Clark had been furnished incorrect information as to the proper rates.

Subject: Express Service Stevensville.

Stevensville Chamber of Commerce,

vs.

Northern Express Company.

N. P. Woods, Secretary, Stevensville Chamber of Commerce, complained to the Commission on May 5th, 1909, that the express service from that point was very unsatisfactory; that perishable packages had been eight days enroute to Butte; that repeated protests to the local employes had availed nothing, and prayed for relief.

The Commission instituted an investigation, and on June 5th, a representative of the Express Company called on Mr. Woods in the interest of his complaint. On June 12th, General Superintendent Cooper writes that their representative was informed by Mr. Woods that there was no delay to express shipments in general. A copy of Mr. Cooper's letter was sent by the Commission to the Stevensville Chamber of Commerce calling attention to the conflicting statements, but we received no reply. Someone evidently did not get the facts.

Subject: Cruse—Change Name to Shawmut.

Elmer E. Crawford,

vs.

C. M. & P. S. Ry.

On May 10th, 1909, Elmer E. Crawford of Shawmut, Montana, complained to the Commission that on account of the Railway station being named "Cruse" and the postoffice "Shawmut" and the fact that there was a railway station named Shawmut seven miles east of Cruse, on the line of the C. M. & P. S. Ry., a great deal of confusion was caused thereby.

It has been arranged with the Railway Company to change the name of Cruse station to Shawmut, and the station of Shawmut will hereafter be known as "Barber."

Subject: Freight Rate on Cord Wood.

C. D. Joslyn,

vs.

Northern Pacific Ry. Co.

On May 10th, 1909, C. D. Joslyn, of Deer Lodge, Mont., wrote the Commission stating that he had five or six hundred cords of wood to ship from Deer Lodge to Butte, but was unable to handle the business owing to the freight rate being \$1.67 per cord, a distance of 40½ miles.

A rate of \$1.20 per cord, minimum 12 cords per car was arranged, effective July 1st, 1909.

Subject: Delphia, Montana, Agency.

Residents of Delphia, Mont.,

vs.

C. M. & P. S. Ry. Co.

Edward M. Snyder of Delphia, Montana presented petition dated May 15th, 1909, signed by thirty-four residents of that vicinity, asking that a station and agency be established at that point. Investigation developed that the total business done to and from Delphia first four months this year averaged only \$70.11 per month, in view of which complainants were notified that it would not be consistent to take any further action at this time.

Subject: Train Service and Station Facilities.

Residents of Jefferson, Mont.,

vs.

Great Northern Ry. Co.

The people of Jefferson, Montana, represented by Martin Knisel, complained on May 17th, 1909, that they were greatly in need of better station facilities and train service, and requested the Commission to meet them on the ground for the purpose of looking into the conditions complained of. Accordingly on May 27th, two members of the Board visited Jefferson in company with representatives of the Great Northern Ry.

It was found that freight shipments were being unloaded indiscriminately, often going down the steep banks, frequently being damaged or broken, sometimes lost. All passenger trains were "starred" at that station.

It was arranged with the Railway Company to have both morning and evening passenger trains in each direction stop on flag, and to provide an unloading place for freight shipments; all freight to be there unloaded instead of along the right of way as heretofore.

Subject: Agency at Frazer, Montana.

James Ivey, et al.,

vs.

Great Northern Ry. Co.

James Ivey, of Frazer, Montana, complained to the Commission on May 22nd, that in the opinion of himself and other residents of Frazer, there was sufficient business to and from that point to warrant the Great Northern Railway Company establishing an agency. Investigation showed that for six months ending March 31st, 1909, the average monthly earnings were but \$112.50; not sufficient traffic to require the services of an agent, and complainants were advised that the conditions were such at this time as would not warrant their request being complied with.

Subject: Train Service, Hardin, Mont.

Hardin Commercial Club,

vs.

Chicago, Burlington & Quincy R. R.

The Hardin Commercial Club presented complaint to the Commission on May 24th, 1909, stating that the new time card of the C. B. & Q. R. R. provided for only one passenger train in each direction stopping at that station daily, viz., eastbound at 8:30 P. M., westbound, 4:17 A. M., that the service was inadequate, and worked a hardship on the traveling public.

Arrangements were made with the Railroad Company to stop train 41 westbound at 5:38 P. M., and No. 42 eastbound at 10:59 A. M., when there were passengers to get on or off these trains.

Subject: Switching at Billings.

Billings Chamber of Commerce, et al.

vs.

Northern Pacific Ry. Co., and Great Northern Ry. Co.

The Northern Pacific Railway Company on May 29th, 1909, took up with the Commission the matter of switching charges at Billings, and requested authority to make a charge of \$5.00 per car between the Northern Pacific yards and what is known as the "Old Burlington" yard, the latter used by the Great Northern Railway Company commencing June 1st, 1909.

Several protests were received from the people of Billings, citing the unfairness of the Railway Company's proposed action, inasmuch as many of the industries located in the Burlington yard were established at a time when both yards were operated by the Northern Pacific and no switching charges assessed, and to impose such at this time would work much hardship.

The Commission took practically the same view of the situation, and after considerable correspondence with the carriers interested, they agreed to waive all switching charges between the two yards, and handle the business the same as prior to June 1st.

Subject: Rate on Coal Gorn's Spur to Hamilton, Mont.

A. W. Thayer,

vs.

Northern Pacific Ry.

The above named complained to the Commission that freight rate of \$1.20 per ton on coal Gorn's Spur to Hamilton, was prohibitory to operating their mine at the former place.

Matter was taken up with the Railway Company and a rate of 75c per ton secured.

Subject: Switching Charge Helena to Fort Harrison.

Ives-Smith Coal Co.,

vs.

Northern Pacific Ry. Co.

Ives-Smith Coal Company of Helena, complained to the commission on June 3rd, 1909, of the switching charge of \$5.00 per car on practically all commodities, Helena to Fort Harrison.

The Commission took the view that Fort Harrison should take the distance tariff rates instead of Helena rate plus an arbitrary switching charge, and an arrangement was made with the Northern Pacific Railway Company to this effect, applying on all business except where there were commodity rates to the Fort direct. This has the effect of lowering the rate to Fort Harrison, in many instances, making the rate same as to Helena, depending upon the distance from point of origin.

On coal, from Northern Pacific points, commodity rate applies, same being ten cents per ton over Helena.

Subject: Packing House Products and Fresh Meat.

P. B. Merrell Company,

vs.

Northern Pacific Ry. Co., Great Northern Ry. Co., Chicago,
Burlington & Quincy R R Co.

The P. B. Merrell Company of Billings, Montana, applied to the Commission on June 3rd, '09 for rates intrastate, on packing house products and fresh meats, stating that they were prepared to do a general packing house business at Billings, Montana, but were shut out of the market on account of excessive freight rates, locally within the State.

A public hearing was held at Billings on July 8th, '09, as a result of which a schedule of rates was prepared by the Commission, that would enable complainants to operate their plant and reach the various consuming points in Montana, and at the same time be fair and just to the Railroad Companies.

On August 25th, however, the P. B. Merrell Company, by P. B. Moss, President, withdrew the complaint, stating that they had made satisfactory arrangements with the Railroad Companies. Accordingly the Commission closed its files.

Subject: Coal Rate to Wolf Creek.

Ives & Smith,

vs.

Northern Pacific Ry., and Great Northern Ry.

On June 3rd, 1909, Ives & Smith coal dealers, Helena, Montana, wrote the Commission requesting joint rate on coal from Bear Creek to Wolf Creek, Montana, via the Yellowstone Park Railroad, the Northern Pacific Railway, and Great Northern Railway.

Owing to the fact that the Great Northern Railway has coal mines located on their own line in the state, apparently fully able to supply the local demand, and the further fact that there would be very little coal shipped to Wolf Creek from Bear Creek if the rate were granted, it was not considered necessary to make joint rate from Bear Creek as requested.

Subject: Coal Rates.

Owl Creek Coal Co.,

vs.

Northern Pacific Ry., Great Northern Ry.

On June 4th, 1909, the Owl Creek Coal Company wrote the Commission stating that they had seen our letter of March 27th, 1909, to E. W. Woolverton, Boulder, Mont., which stated that the rate on coal from Carbon County points to Fuller, was \$2.10 per ton, and that Corbin, Clancy, Wickes and Boulder being intermediate stations were entitled to the same rate, and that they, the O. C. C. Co., had been paying \$2.25 per ton to Corbin and \$2.90 to Wickes.

Complainants were informed that Northern Pacific tariff 87-D, effective March 13th, 1909, named rates quoted in our letter to Mr. Woolverton, and that any charges in excess thereof would no doubt be refunded upon application, and offering the further services of the Commission if necessary.

Subject: Rockvale Station Service.

J. E. Clawson,

vs.

Northern Pacific Ry.

On June 14th, 1909, J. E. Clawson of Rockvale, Montana, complained that shipments of freight for that station were being carried to Silesia notwithstanding that charges were prepaid as required to non-agency points.

Investigation showed that charges had not been fully prepaid in some instances, and again shipments had been billed to Silesia while the consignee lived at Rockvale.

Subject: Harrison, Montana, Unloading Facilities.

Dr. J. H. Featherstone,

vs.

Northern Pacific Railway.

Dr. J. H. Featherstone of Bozeman, Mont., wrote the Commission on June 19th, 1909, stating that he expected a combined harvester and thresher in a week of two, at Harrison, Montana, a non-agency station on the Northern Pacific Railway. Complained that there were no facilities such as needed to unload a shipment of this kind, and desired to know if the railway company could not be compelled to unload this machinery.

Complainant was advised that he could not require the railway company to unload the cars, as the tariffs provide that car-load shipments must be loaded by the shipper and unloaded by the consignee.

Subject: Train Service Between Billings and Shelby Junction.

Great Falls Board of Commerce,

vs.

Great Northern Railway Co.

The Great Falls Board of Commerce complained to the Commission on June 19th, stating that the passenger train service between Billings and Shelby Junction was inadequate. An investigation was made and it was found that while the service between Billings and Great Falls was not the best, it was due largely to physical conditions during the rainy season. The passenger travel was heavy at the time complaint was made but had dropped off considerably by the middle of August and there appeared to be no necessity for additional service to handle the business between Billings and Great Falls.

An additional passenger train was put on August 1st, between Great Falls and Shelby Junction, connecting with main line trains No. 4, Eastbound and No. 1, Westbound.

Subject: Freight Rate and Insurance on Wool.

Riverside Land & Livestock Company,

vs.

Northern Pacific Railway Company,

The Riverside Land & Livestock Company of Helena, Montana, wrote the Commission on June 19th, 1909, stating that they would in the near future, ship approximately 125,000 pounds of wool from Toston to Billings, and desired information as to whether or not they could refuse to pay the Railway Company's insurance thereon, and still be entitled to the freight rate named in tariff which also provides that the wool shall be insured with the Railway Company, the premium being charged against the shipment.

The Department of Attorney General ruled that a shipper was not entitled to the transportation rate without also complying with the insurance regulation. See "Opinion by Attorney General."

Subject: Lumber Rates From Coast points to Lewistown, Montana.

Montana Lumber Co.,

vs.

Northern Pacific Ry. Co., and Montana Railroad Co.

The Montana Lumber Company of Lewistown, Montana, wrote the Commission on June 23rd, '09, stating that they now had a rate of 35c on lumber from Pacific Coast points to Lewistown, whereas the rate formerly was 35c to Lombard, and 10c thence to destination, and desired to know if they were not entitled to refund to basis of 35c on shipments which had moved under the old rate.

The new rate was named by the C. M. & P. S. Ry., when they started operating through to the Coast, while the old rate was via Northern Pacific to Lombard, and the Montana Railroad to Lewistown. Claimants were informed that the advent of the C. M. & P. S., into this territory created new conditions, and in the opinion of the Commission they had no grounds for refund claim.

Subject: Rates on Milk and Cream.

The Henningsen Produce Co.,

vs.

Chicago, Burlington & Quincy R. R. Co., Northern Express Company, and Wells, Fargo & Company Express.

The Henningsen Produce Company of Butte, Montana, took up with the Commission on June 24th, '09, the matter of express rates on cream from Nebraska and Wyoming points to Butte, also complaining that the rate on this commodity via Wells, Fargo & Co. Express, operating on the Chicago, Milwaukee & Puget Sound Ry., from Montana points to Butte was higher than that charged by the Northern Express Company for similar service.

The movement first above referred to is interstate, being handled by the Chicago, Burlington & Quincy R. R. Co., and the Northern Express Company, with whom we have had considerable correspondence on the subject, but they cannot see their way clear to make a lower rate to Butte, on account of the very long haul and the perishable nature of the commodity, together with lack of space to handle this business in large quantities as requested.

The Montana local rate on the C. M. & P. S. Ry. was reduced effective July 5th, to same basis as the Northern and Great Northern Express Companies, operating on the Northern Pacific and the Great Northern Railways respectively.

Subject: Switching Charge on Gravel Billings Yard.

Billings Milling Co.,

vs.

Northern Pacific Ry. Co.

The Billings Milling Company wrote the Commission on June 28th, asking for a special rate on gravel from a point about three miles east of Billings to the site of their new mill at that place; claiming that the switching rate of \$6.00 per car was unreasonable.

Matter was taken up with the Railway Company, but before any arrangements could be made, complainants had moved the gravel in question by teams, hence there was no occasion for the rate.

Subject: Olive Train Service.

H. F. Edgar,

vs.

Northern Pacific Railway Co.

On June 29th, '09, H. F. Edgar of Olive, Montana, filed complaint, stating that on the new time card of the Northern Pacific Railway, there was no Westbound passenger train scheduled to stop there, and although No. 6, Eastbound is a flag stop at Olive, the engineers refuse to stop for passengers, and that the agents at Plains and Paradise refuse to sell tickets for No. 6 to Olive.

Arrangements were made with the Railway Company to stop train No. 15 Westbound and No. 16, Eastbound, when there were passengers to get off or on. Both of these trains pass that station in daylight, and the arrangement was quite satisfactory.

Subject: Train and Station Service at Tuscor, Montana.

Residents of Tuscor, Montana.

vs.

Northern Pacific Railway.

On July 2nd, 1909, residents of Tuscor, Montana petitioned the Commission to have the Northern Pacific Railway stop one passenger train in each direction daily; that there was considerable travel to and from that point, and under the present time card, all trains were starred.

Under date of July 17th, General Superintendent Palmer advises that hereafter, trains number 3 and 4 will stop on flag at that station.

Subject: Rates on Excess Baggage.

C. W. Cooper,

vs.

Chicago Burlington & Quincy R. R. Company.

C. W. Cooper, traveling salesman for Finch, Van Slyck & McConville, St. Paul, Minnesota, complained to the Commission on July 3rd, '09 that the Chicago, Burlington & Quincy R. R. Co., assessed a charge of $16\frac{2}{3}$ per cent of the first class passenger fare on each 100 pounds of excess baggage, while all other railroads in Montana charged but $12\frac{1}{2}$ per cent on State business.

Matter was taken up with the Railroad Company, and effective September 1st, '09, that Company has amended its tariff, making the rate same as other lines on the movement of intrastate business, viz; $12\frac{1}{2}$ per cent.

Subject: Passenger Train Service at Gold Creek, Montana.

J. C. Kennan,

vs.

Northern Pacific Ry.

On July 6th, 1909, J. C. Kennan, of Gold Creek, Mont., complained to the Commission that the people of that place were much inconvenienced on account of Northern Pacific train No. 5 not stopping at that station.

Investigation showed that train number 7 was carded to do the local work, and due at Gold Creek 10:05 A. M., and there appearing to be no more reason why number 5 should stop at Gold Creek than at several other small stations in that vicinity, complainant was notified that the Commission could not take any action.

Subject: Freight Rates Butte to Toston, Montana.

Keating Gold Mining Co.,

vs.

Northern Pacific Railway.

The Keating Gold Mining Company of Butte, Montana, complained to the Commission on July 12th, 1909, that the Northern Pacific Railway charged a higher rate Butte to Toston than to Helena, the latter being more distant on same route.

The Northern Pacific Railway has two lines Butte to Helena, both points being competitive with the Great Northern, the latter's mileage being 73 while Northern Pacific's shortest route (via Garrison), is 102 miles. The Northern Pacific met the rates of the Great Northern, said rates applying **via Garrison**. Toston being on the longer route (via Logan) would not therefore be entitled to the Butte-Helena rate.

Subject: Reporting Passenger Trains at Fort Benton.

W. S. Towner,

vs.

Great Northern Railway Co.

On July 14th, '09, W. S. Towner, County Attorney of Chouteau County, made vigorous complaint, jointly to the Great Northern Railway Company and this Commission, in regard to the non-reporting of passenger trains at Fort Benton. A careful investigation was made by a special representative of the Commission, and believing that the trouble had been overcome, wrote complainant on August 28th, reply to which, under date of August 30th, states that the service has been decidedly improved and complaint withdrawn.

Subject: Elkhorn Agency.
Citizens of Elkhorn, Montana,
vs.
Northern Pacific Ry. Co.

C. R. Stranahan, Attorney at Law, on behalf of the Citizens of Elkhorn, presented petition to the Commission on July 15th, '09, soliciting an agency at Elkhorn, on the Elkhorn Branch of the Northern Pacific Ry.

This branch extends from Boulder to Elkhorn, connecting with the Great Northern at Boulder, the Northern Pacific tracks from the latter station to East Helena having been taken up a few years ago, and the defendant Company now use the Great Northern track between East Helena and Boulder, under contract.

Elkhorn is the only producing station on that branch, and investigation showed that the entire revenue, both received and forwarded on less than car load business, for three months ending June 30th, amounts to only \$1,411.00, or an average of \$470.00 per month. It is true there is some car load business being done to and from the Elkhorn Silver Mining Company, but that Company states that their business does not require an agency, and they are satisfied with the present service.

In view of the small amount of business as shown by actual figures, and the difficulties under which the branch is necessarily operated, it was not considered, in justice to the Railway Company, consistent to require the installation of an agent at Elkhorn station.

Subject: Lodge Grass Train Service.

W. A. Petzoldt,
vs.
Chicago, Burlington & Quincy R. R. Company.

W. A. Petzoldt of Lodge Grass, Montana, complained to the Commission on July 16th, '09, that the passenger train service on the Chicago, Burlington & Quincy R. R., was inadequate at that station, and requested either that a night operator be put on so that information could be obtained as to how trains were running, or require trains No. 41 and No. 42 to stop there.

Matter was investigated, and on or about August 1st a night operator was installed.

Subject: Somers Station Facilities.

Citizens of Somers, Montana.

vs.

Great Northern Ry. Co.

Petition was presented to the Commission on July 16th, '09, by the Citizens of Somers, Montana asking that the Great Northern Railway Company be required to stop their passenger train at the old depot, instead of requiring the passengers to walk to the new depot at the docks, a distance of one-half mile, through the milling district, said to be not only greatly inconvenient, but dangerous to pedestrians.

An investigation was made, and under date of August 7th, Superintendent W. R. Smith advises that the request will be granted.

Subject: Freight Rate on Coal, Carney, Wyoming, to Laurel, Montana.

S. M. Sanders,

vs.

C. B. & Q. R. R., and Northern Pacific Ry.

S. M. Sanders of Laurel, Montana, complained on July 17th, 1909, that the present rate of \$2.00 per ton on coal from Carney, Wyoming, to Laurel, Montana, was prohibitive to his handling that coal in the local market.

The rate named is correct, distance one hundred fifty miles, but the movement being interstate, this Commission is without jurisdiction.

Subject: Team Track, Maudlow, Montana.

The Bozeman Milling Co.,

vs.

C. M. & P. S. Ry. Co.

The Bozeman Milling Company reported to the Commission on July 19th, 1909, that there was not sufficient team-track room at Maudlow, Montana on the C. M. & P. S. Ry., to enable the farmers to load grain direct from wagons into the cars, and the latter were obliged to put their grain in the elevators. whereas they had contracts for team-track loading.

Arrangements were promptly made with the Chicago Milwaukee & Puget Sound Railway Company to extend the elevator track sufficient to take care of this business, the work being completed about October 10th.

Subject: Freight Rates, Helena to Baker, Mont.

Goodkind Brothers,

vs.

Northern Pacific Ry., and Chicago, Milwaukee & Puget Sound Railway.

Goodkind Brothers, wholesale dealers in liquors and cigars, Helena, Montana, complained to the Commission on July 21st, 1909, that the freight rates from Helena to Baker, Montana, were: 1st class, \$2.16; 2nd class, \$1.83; 3rd class, \$1.51; via Lombard junction.

Investigation showed that complainants were in error, and were advised that the correct rates were: 1st class, \$1.61; 2nd class, \$1.37; 3rd class, \$1.13; 4th class, \$.97, per 100 pounds; these rates being based on Butte distributing rates as a maximum, from Lombard to Baker, instead of using the General Distance Tariff.

Subject: Delay at Columbia Falls, Montana.

Lew Switzer,

vs.

Great Northern Ry. Co.

Lew Switzer of Kalispell, Montana, complained on July 25th, that 50 to 60 passengers for that place were obliged to wait at Columbia Falls on the night of July 24th, from 11:20 P. M., until 4 A. M., for train to Kalispell.

Investigation showed that train No. 43, was being held on account of a freight wreck; hence the delay at Columbia Falls on the night in question.

Subject: Rate on Coal—Bearcreek to Clancy, Montana.

Montana Coal & Iron Co.,

vs.

Northern Pacific Ry., and Great Northern Ry.

The above named Company of Washoe, Montana, applied to the Commission on July 26th, for rate on coal, Bearcreek to Clancy, Mont., stating that the Great Northern Railway Co., quoted \$1.20 per ton, Helena to Clancy, making the through rate from Bearcreek \$3.20.

Complainant was informed that the present through rate was \$2.45 per ton, obtained by using Northern Pacific and Great Northern joint tariff, 87 D, naming rate of \$2.10, Bridger to Fuller, Montana, plus 35c per ton, Bearcreek to Bridger. Clancy being an intermediate station would take the Fuller rate.

Subject: Freight Rates on Ties—Phillipsburg to Hotel Broadwater.

M. Mungas,

vs.

Northern Pacific Railway.

M. Mungas, a lumber dealer of Phillipsburgh, Montana, complained to the Commission on July 31st, '09 that he had shipped a car of ties to Helena, the freight rate being 8c per cwt., and that the destination had been changed without his knowledge, to Hotel Broadwater, to which point the rate is 10c, and billing corrected accordingly.

Way bill was apparently changed on instructions from Consignee, the Helena Light & Ry. Co., and complainant was advised that their claim should be taken up with that Company for adjustment, rather than with the Northern Pacific.

Subject: Rate on Dried Fruit—Portland, Oregon, to Divide, Montana.

Horace Hand,

vs.

Oregon Short Line R. R. Co.

Horace Hand, of Dewey, Montana, complained to the Commission on August 3rd, 1909, enclosing expense bill covering shipment of dried fruit from Portland, Oregon, to Divide, Montana, claiming that he had been overcharged 28c per cwt.

It was found on investigation that the rate charged was correct at the time this shipment was made, namely, April 9th, and that effective July 6th, Divide was made a Montana common point, taking same rate as Butte, but it will be noted that the amended rate did not take effect until about three months subsequent to the date of this shipment.

Subject: Rate on Ties From Missoula and Vicinity to Armstead, Montana.

The Gilmore & Pittsburg R. R. Co.,

vs.

Northern Pacific Ry. Co., and Oregon Short Line R. R. Co.

The Gilmore & Pittsburg Railroad Company, applied to the Commission on August 5th, 1909, for a lower freight rate on ties from points on the Northern Pacific Railway in the vicinity of Missoula, Montana, to Armstead, Montana, on the Oregon Short Line, the combination of the two local rates making 20½c per cwt.

The Commission endeavored to arrange a reduction of this rate by informal action, but being unsuccessful in this, complainants were notified on Sept. 20th, that it would be necessary to make formal complaint and a hearing had on the subject. To this notice complainants replied that they did not care to pursue the matter any further, and the case was accordingly closed.

Subject: Freight Rate—Portland, Oregon to Divide, Montana, on Cotton Goods.

Big Hole Commercial Co.,

vs.

Oregon Short Line R. R. Co., and Oregon Railroad & Navigation Co.

Chas. E. Miller, Manager, Big Hole Commercial Company, Wisdom, Montana, complained to the Commission on August 8th, 1909, that the Oregon Short Line Railroad Company had assessed rate of \$2.65 per cwt., on cotton goods Portland, Oregon, to Divide, Montana, and that according to their understanding of the tariff, the correct rate should be \$2.25.

Investigations showed that there were three shipments involved in this claim, two of which moved in April, the other July 14th, from Portland. An amendment to tariff was issued by the Oregon Short Line effective July 6th, making Divide a Montana common point, taking same rate as Butte, and the charges on shipment of July 14th should have been on basis of \$2.25. Refund of the overcharge was made on October 16th, but the two shipments made in April were correctly charged at \$2.65 per cwt.

Subject: Claim for Loss in Transit.

Sands Bros. Dry Goods Co.

vs.

Wells Fargo & Co. Express, and Northern Express Co.

Sands Bros. Dry Goods Company, Helena, Montana, complained to the Commission on August 9th, 1909, stating that in January, 1909, a shipment of silk via Wells Fargo & Co. Express and Northern Express Company from New York to Helena, was received in "bad order" and a portion of contents missing, value of same being \$36.98; that they were unable to obtain settlement from the carrier companies.

Matter was investigated with the result that claim was paid in full October 12th.

Subject: Spur Track.

The Billings Mutual Heating Co.,

vs.

Chicago, Burlington & Quincy R. R. Co.

The Billings Mutual Heating Company wrote the Commission on August 16th, 1909, complaining that they had been unable to interest the C. B. & Q. R. R. Company in the former's request for a spur track to their plant at Billings, and that without such facilities they were obliged to truck coal from the cars to their boiler house, entailing extra expense and seriously hampering their operation.

Matter was taken up with G. W. Holdridge, General Manager of the above named railroad company, and on November 11th, complainants advise that the track has been put in.

Subject: Freight Rates on Farm Products.

Farmers Society of Equity,

vs.

All Railroads in Montana.

The "Farmers Society of Equity" made informal complaint to the Commission on August 16th, stating that "the freight rates now in force within the state of Montana on farm products are unreasonably high and excessive and hereby request that a reduction be made."

The complaint being quite indefinite as will be noted, matter was taken up with the Secretary of the Society for further details, to which correspondence no reply was received.

Subject: Agency at Yates.

Residents of Yates, Montana,

vs.

Northern Pacific Railway Co.

The people of Yates, Montana, took up with the Commission on August 19th, the question of having an agent installed at that station, on account of the number of settlers locating there and consequently the volume of business to and from that station.

Matter was taken up with the Northern Pacific Railway Company, and on Sept. 4th, an agent was installed to take care of this Fall's business, and if conditions required his services, after January 1st, the appointment would be made permanent.

Subject: Claim for Non-Delivery of Household Goods.

Lew W. Spaulding,

vs.

Chicago, Milwaukee & Puget Sound Ry. Co.

Lew W. Spaulding, complained to the Commission on August 28th, 1909, stating that he had shipped from Demopolis, Alabama, his household goods on June 26th to Lewistown, Montana, and that up to that time, same had not reached destination; that he had been obliged to purchase others and had presented claim to the C. M. & St. P. Ry Co., and desired information as to whether or not the Railway Company could compel him to accept same when received and decline to pay his claim.

Complainant was informed that the Railway Company was not required by law to make delivery within any specified time, but that in our opinion the court would have to decide what constituted a "reasonable length of time" on which the claim would have to be determined.

Subject: Rates on Castings and Machinery.

Great Falls Iron Works,

vs

Great Northern Railway Co.

Great Falls Iron Works made verbal complaint to the Commission on August 30th, 1909, stating that the rate charged by the Great Northern Railway Company on their product in both carload and less than carload lots, were excessive. Complainant was requested to make written statement of facts alleged to constitute a discrimination. On September 29th, a letter was received from the above named company, which did not, however, give the information required, and the commission's letters of October 8th, and November 10th, asking for certain data, are still unanswered. Accordingly we have closed our files.

Subject: Switching Charges South of Hamilton.

Various Shippers from Points South of Hamilton.

vs.

Northern Pacific Railway Co.

From points located on the Bitter Root Branch south of Hamilton, it has been the practice of the Northern Pacific Railway Company, to make an arbitrary charge of five dollars per car to Hamilton, instead of applying the regular distance tariffs, etc. This was working a hardship on the various logging interests and others located on that branch.

Matter was taken under consideration with the result that effective September 1st, 1909, the last of these arbitrary charges was cancelled, and regular tariffs made to apply the same as to any other station.

Subject: Freight Rate on Brick.

Slater Brick & Tile Co.,

vs.

Great Northern Ry. Co.

The Slater Brick & Tile Company of Billings, Montana, complained to the Commission on Sept. 11th, 1909, stating that they were shipping brick in carloads from their brick yards located on Great Northern track in Billings yard, to the site of new mill being constructed by the Russel-Miller Company, located on Northern Pacific tracks in the central portion of Billings. That the Great Northern Railway Company quoted them rate of two cents per hundred pounds for this service.

Complainants were advised that the rate quoted was correct, same being the distance commodity rate on brick for haul of five miles or less.

Subject: Delay in Transit.

A. M. Holter Hardware Co.,

vs.

Northern Pacific Ry. Co., Chicago, Milwaukee & Puget Sound
Ry. Co., Montana Railroad Co.

The A. M. Holter Hardware Company, Helena, Montana, informed the Commission on Sept. 16th, 1909, that their customers had made complaint, as to the delay in transit from Helena to points on the Montana Railroad between Harlowton and Lewistown. Such shipments are transported by the Northern Pacific Railway Helena to Lombard, thence by the Chicago, Milwaukee & Puget Sound Ry., to Harlowton, and from there to destination by the Montana Railroad.

A very complete check was made of the time in transit, all shipments from Helena to Montana Railroad points, August 26th to Sept. 26th, inclusive, and it was found that while some few cars had been delayed owing to unavoidable causes, the service on the whole was very fair, considering that shipments referred to are handled through two junction points, viz., Lombard and Harlowton.

This investigation showed that business from Helena to the Montana Railroad was given the same attention as from Butte, but the latter had an advantage by being handled direct through Lombard, the junction point of the C. M. & P. S. with the Northern Pacific.

Subject: Routing of Shipment Household Goods.

E. R. Kelsey,

vs.

Chicago & North-Western Ry. Co.

E. R. Kelsey, Laurel, Montana, complained October 7th, 1909, that he shipped some household goods from Denison, Iowa, to Laurel, Montana, with instructions that they be routed via C. & N. W., to Omaha, thence C. B. & Q., to Billings; that he prepaid charges \$17.25. But instead, the shipment moved via C. & N. W., to Sioux City, Great Northern to Laurel Junction, Northern Pacific to Laurel and that he was required to pay \$2.55 additional charges at destination, for which amount he claimed refund.

It was found that the through rate via the route by which this shipment moved was four cents per cwt., less than via Omaha as per shipper's instructions; in view of which the Commission informed complainant that his claim for overcharge could not be sustained.

Subject: Connections Between Passenger Trains at Butte, Montana.

Various Persons,

vs.

Great Northern Ry. Co., and Butte, Anaconda & Pacific Ry. Co.

Verbal complaints were made to the Commission at various times relative to connections at Butte between Great Northern and B. A. & P. passenger trains; the former's morning and evening trains arriving at Butte ten minutes after the departure of the B. A. & P., just missing the connections.

On October 18th, this matter was taken up with the railroad companies, and on Great Northern time card taking effect October 31st, the schedule of the trains above referred to was adjusted so as to connect with both B. A. & P. trains at Butte.

Subject: Bernice Station Service.

Arthur Dahne,

vs.

Great Northern Ry. Co.

On October 18th, 1909, Arthur Dahne, head of Department of Commerce, Butte, Montana, complained that there were no accommodations for the traveling public at Bernice, Montana, a station located on the Great Northern Railway. That there was a depot at that station but same was closed at all times, and passengers were obliged to wait outside.

Matter was investigated and an arrangement made with the Railway Company to have the depot heated and kept open for a reasonable length of time before the arrival of trains.

Subject: Express Rates on Empty Milk Cans.

Henningsen Produce Co.,

vs.

Northern Express Co.

The Henningsen Produce Company, Butte, Montana, complained on October 19th, stating that it sometimes happened that shippers of milk and cream to them at Butte, would discontinue shipments after the empty cans had been returned from Butte, necessitating that complainants order these empty cans returned to Butte, and on the latter movement, the Northern Express Company charged the merchandise rates, which are higher than the General Special rate applying on milk and cream.

The General Special rate referred to makes a low rate on this commodity and provides for the return of the empty packages free from the creamery to point of shipment, but it will be noted that the empty movement complained of was in the opposite direction, hence the General Special tariff did not apply, and complainants were informed that the merchandise rate as assessed was proper.

Subject: Train Service at Lodge Grass, Montana.

W. A. Petzoldt,

vs.

C. B. & Q. R. R. Co.

On November 2nd, 1909, W. A. Petzoldt, Supt., Indian School, Crow Indian Mission, complained that there was no agent or operator on duty at Lodge Grass, Montana, at night, and as a result passengers were obliged to wait on the platform, unable to obtain any information regarding delayed passenger trains.

Matter was taken up with the C. B. & Q. R. R. Co., and arranged so that night operator would be on duty until the last train, due at 2:43 A. M., had departed. This arrangement was entirely satisfactory to complainant.

Subject: Freight Service Between Laurel and Judith Gap.

I. B. Hale,

vs.

Great Northern Ry. Co.

Complaint was made to the Commission on November 5th, 1909, by I. B. Hale, of Billings, stating that L. C. L. shipments for points on the Billings & Northern between Laurel and Judith Gap were taken through to the latter station and from there returned to destination, entailing delay and much inconvenience to consignees.

Investigation showed that owing to the small amount of less than carload shipments into this territory, same were loaded into through car for Judith Gap and handled from that point on local train. About November 8th, however, a second train was put on and such shipments as complained of are now being handled without delay.

Part IV.

**Train Accidents and
Personal Injuries.**

During the year the Commission has received notice of, and investigated either by correspondence or direct investigation on the ground at the scene of the accident, depending upon the circumstances, the following number of casualties involving loss of life or personal injury to the extent that the services of a physician were required, in accordance with Section 16 A, Chapter 37, Laws of 1907.

ROAD.	Employees.		Other than Employees.	
	Killed.	Injured.	Killed.	Injured.
Northern Pacific Ry.	23	181	57	78
Great Northern Ry.	30	465	17	69
Butte, Anaconda & Pacific Ry. ....	...	15	...	5
Chicago, Milwaukee & Puget Sound Ry.	2	23	2	8
Oregon Short Line R. R. ....	...	...	2	1
Yellowstone Park R. R. ....	...	2	...	...
Chicago, Burlington & Quincy R. R.	1	11	2	2
Montana R. R. ....	...	12	1	1
Total	56	709	81	159

A brief review of the more important accidents is given below, followed by the Commission's views relative to safety in operation.

Northern Pacific Railway Company—Rocky Mountain Division. September 5th, 1908.

West-bound passenger train No. 5 and Extra 2407 east, collided head-on at a point five miles east of Paradise on the main line of the Northern Pacific Railway.

The operator at Perma took the order from the dispatcher, addressed to train No. 5, after that train had passed his (Perma) station, to meet extra 2407 east at Olive, which is the next passing track west. Train No. 5 not having the meeting order went by Olive and met the extra on the main line as above.

Both engineers and both fireman and a hobo beating his way were killed; two other employees were injured, and property damaged to the extent of thirteen thousand six hundred dollars.

This accident was the result of improper handling of train orders; the dispatcher was convicted of involuntary manslaughter and sentenced to eight months imprisonment in State Penitentiary. He was, however, pardoned by acting Governor Allen, on April 21st, 1909, after having served about two months of his term.

Northern Pacific Railway Company—Montana Division.

September 25th, 1908.

East bound passenger train No. 16 and Extra 1287, west, collided head-on at the east passing track switch at Young's point on the main line of the Northern Pacific Railway.

Train No. 16 was due at Young's point at 8:00 A. M., and accident occurred at 8:01 or 8:02. Investigation shows that Extra 1287 west was occupying the main line on the time of a superior train, and without proper protection.

Twenty passengers were killed and eleven injured; two employes killed and two injured; property damaged to the extent of \$11,145.00.

This accident was the result of carelessness on the part of the crew on the Extra west, and an action was brought against the conductor and engineer charging criminal negligence, on this charge, however, both were acquitted.

Great Northern Railway Line—Butte Division.

December 28th, 1908.

East-bound freight train No. 674 and work extra 322, collided one mile west of Mid Canon station at 2:15 P. M., Dec. 28, 1908.

Train No. 674 got two orders at Silver, one to run one hour late, Silver to Cascade, and the other to run one hour and twenty minutes late, Silver to Cascade. At Wolf Creek No. 674 got another order to run one hour and thirty minutes late, Wolf Creek to Cascade.

The work extra was backing up at the time of the accident, that is, the engine was on the east end of the train, and moving westward. A bridge gang occupied the caboose (No 0166) and six carpenters and one brakeman were killed outright, two other employes badly injured.

Work Extra 322 had the order that train No. 674 would run one hour and thirty minutes late, Wolf Creek to Cascade, but No. 674 overlooked their orders and supposed they were running one hour late; hence this collision.

Northern Pacific Railway Co.—Yellowstone Division.

May 30th, 1909.

Northern Pacific passenger train Number 4, eastbound, was derailed two and one half miles west of Tusler, Montana, at 5 o'clock, A. M., May 30th, 1909, more or less seriously injuring six employes and thirty-six passengers, none however, fatally. The engine and four cars were badly damaged to the extent of sixty-two hundred dollars.

There was no apparent reason why the train should have left the track, and no cause has been assigned, other than the possibility of a succession of low joints caused by heavy and continuous rains, accelerating the oscillation of the engine tank causing it to derail and ditching the balance of the train as above.

Great Northern Railway Line—Kalispell Division.

May 30th, 1909.

West-bound passenger train No. 43 was wrecked two miles east of Lupfer at 11:55 P. M. May 30th, on the main line of the Great Northern Railway. Entire train consisting of seven cars was derailed; the engine, however, did not leave the track. Damage to equipment estimated at \$9,800.00.

Two employes and seventeen passengers more or less injured, but none fatally.

Accident occurred on a two degree curve at speed of between forty and forty-five miles an hour; condition of track and road-bed good and this accident is attributed to something breaking on the head end of the train and falling on the track.

Great Northern Railway Line—Kalispell Division.

June 21st, 1909.

Westbound passenger train Number one, "The Oriental Limited" had engine and five cars derailed one mile west of Ural, on the main line of the Great Northern Railway at 4 A. M., June 21st, one employee and four passengers slightly injured; property damage estimated at \$7,525.00.

Derailment happened on a very slight curve, speed at time of accident about forty miles per hour. Cause of accident attributed to new ties having been put in track but not spiked, permitting the rails to spread.

Northern Pacific Railway—Montana Division.

July 11th, 1909.

Passenger Train No. 106, Gardiner to Livingston, had engine and four cars derailed three miles south of Livingston, at 9:35 P. M., July 11th; two trainmen, four passengers and one trespasser more or less injured, none fatally.

Derailment occurred on straight track and is attributed to the overflowing of an irrigating ditch which runs parallel with the track for a considerable distance. Excessive rains may have softened the road-bed at the point of accident, contributing to the cause, but an inspection on the ground showed that new ties which had been put in were not spiked, and it is probable that the track was thus weakened to the extent that the rails spread allowing the engine to drop off inside the rails.

Northern Pacific Railway Company—Rocky Mountain Division.

July 22nd, 1909.

Extra 2412 west, on the Butte line of the Northern Pacific Railway, derailed engine and fifteen cars on ten degree curve about one mile west of Durant station, killing Brakeman J. D. Thomas and more or less seriously injuring three other train and engine men.

Value of property damaged or destroyed estimated at \$3,800.00. Cause of accident is attributed to excessive speed on a curve of ten degrees.

Northern Pacific Railway Company—Idaho Division.

July 29th, 1909.

First section of passenger train number 16, eastbound, on the main line of the Northern Pacific, was derailed at a point two and one-fourth miles west of Trout Creek, Montana 12:30 P. M., July 29th, while running at speed of about thirty miles per hour.

L. L. Brown a hobo beating his way, was killed, and three passengers slightly injured. Estimated damage to property \$2,500.00.

This accident was caused by soft track due to excessive rains; the view approaching the scene of the wreck is obscured by a heavy cut on a three degree curve, and engineer could not see the danger in time to stop.

Northern Pacific Railway Co—Rocky Mountain Division.

September 8th, 1909.

At the east end of Missoula yard at 2:33 P. M., Sept. 8th, second section of westbound passenger train number three, collided with switch engine 1034, killing Chas. Anderson, foreman of switching crew, and a hobo George Cameron beating his way on the blind baggage. Five passengers and four other employes more or less seriously injured.

The switching crew had been using the main line switch a few minutes previous to the accident, and in some manner left it set for the yard, allowing the passenger train which was running at a high rate of speed to take the siding striking the switch engine with the results above stated.

SAFETY IN OPERATION.

During the past year the railroads of Montana have enjoyed an unprecedented passenger travel, due largely to the Alaska-Yukon Exposition at Seattle, together with the increased patronage of the Yellowstone National Park, necessitating the running of several sections of regular passenger trains, and in addition many homeseekers' specials. This density of traffic which taxed the railroads utmost facilities, suggested the absolute necessity of exercising the greatest care in the operation of trains, particularly those carrying passengers, and under date of August 11th, 1909, the Commission addressed the following letter to the various railroads in the state:

Gentlemen:—

The increased per cent. of mortality as shown by recent compilation of statistics in the United States, due to train accidents, is causing much comment and suggested investigation by experts, not only as to the efficiency of road-bed and track and inspection of equipment, but the methods of operation of the various railroads with a view to determining so far as possible the cause or causes for so great a number of wrecks involving heavy loss of life and serious personal injury all over the country.

It has been stated in some of the recent reports on this question, that passenger trains are not, on some lines of railroad, being given sufficient protection either by dispatchers or trainmen. The practice of allowing two passenger trains to make their own meet, has been severely criticized; placing of restricting orders at the point of execution; the use of permissive block; the absence of full protection by flag in case of emergency, and in fact the lax manner in which many of the transportation rules are being complied with, has been cited as extreme elements of danger and responsible to an alarming extent for many of the disastrous wrecks which have occurred particularly during the past twelve months.

Montana has, we regret to say, contributed its share to the list of fatalities to passengers and employes, and this Commission has, after making some independent investigations, found that the **greatest care**, is not being exercised along the lines indicated above, and we feel that it is a duty we all owe to the public to call attention to conditions which exist and which are a menace to human life and the destruction of property.

Passenger traffic, as we are all aware, is very heavy, thereby increasing the liability of accident; conductors are overtaxed in the matter of taking up transportation, thus being forced to depend in a large measure on their brakemen to deliver orders to the engineer, look out for telegraph and block office, receive and deliver telegrams, train orders, block cards, etc., and on some passenger trains consisting of more than three cars, operating in this state, the conductor is furnished but one brakeman, whose entire time is monopolized assisting the conductor as above, leaving absolutely no protection to the rear of the train in case of emergency, and which has been responsible for some of the worst wrecks this country has ever known.

The Commission firmly believes that a flagman should be stationed on the rear of every passenger train of over three cars, whose duty would be to protect the hind end at all times absolutely **regardless of any blocking system** that may be in use on that district or division; in addition, while making regular stops, observe closely the condition of the wheels, trucks, brake rigging, etc., for defects, which would endanger the movement of the train.

In localities and at times where and when slides are liable to occur, one brakeman should ride on the engine and keep a sharp lookout for obstructions on the track, as there are many places when the engineer cannot from his side of the cab see beyond the pilot, and must depend on the fireman to give warning. The latter is busily engaged keeping up steam and cannot be expected to discover dangerous conditions ahead; hence the necessity for the brakeman on the fireman's side at such a time.

Porters are not "trainmen" and cannot be depended upon nor expected to do the work of such, a thorough knowledge of which has been obtained by years of actual experience, and this Commission in the interest of the traveling public, respectfully asks that you give the matter of **safety** all the assistance that it deserves from a lawful as well as a moral point of view.

We would be pleased to hear from you relative to the subject of this letter, and we trust that the great necessity for promoting safety will appeal to every railroad company in Montana as forcibly as it does to us at this time.

Yours very truly,

(Signed)

THE RAILROAD COMMISSION OF MONTANA.

By R. F. McLaren, Secretary.

To this letter replies were received from the various railroad companies, explaining in more or less detail, the methods of operation, and assuring the Commission in every case that they were heartily in accord with any movement tending to give additional protection to the movement of trains, and citing the fact (and it is a fact) that a very large per cent of accidents occurring on railroads is the result of violation of rules, or forgetfulness on the part of someone.

The knowledge of this cause of wrecks, however, does not carry with it much comfort to the passenger or employe who feels and knows that until such time as trains are accorded greater protection than under the ominous practice of using "permissive blocks" or no pretence whatever of "blocking" such disastrous wrecks as have been recorded during the past year, will surely be repeated, and is it not time that the people should have the power to demand that they and their families be protected to the fullest extent by the adoption of modern methods of transportation which simply means the expenditure of a sum of money, insignificant as compared with the loss of human life, to say nothing about the vast destruction of property.

This Commission framed and had introduced at the Eleventh Legislative Assembly, a bill (House Bill 182), entitled, "An Act to regulate common carriers, and to provide for certain appliances, rules and regulations looking to the safety of the traveling public and employes upon railway trains, and to confer upon the Railroad Commission of Montana, certain powers in relation thereto." Sections three and four of said bill providing:

Section 3. "The Railroad Commission of the State of Montana shall have power to make and enforce regulations concerning the making up and running of passenger and freight trains, cars or engines, with a view to protecting the safety of property, employes and the public."

Section 4. "The Railroad Commission of the State of Montana shall have authority to make and enforce rules and regulations with respect to the establishment of block systems for the operation of trains for the protection of passengers, employes, the public, and of property."

The House Committee on Railroads and Transportation not being agreed on H. B. 182 in its entirety, made substitute therefor, including sections three and four as above.

History of Substitute for H. B. 182.

Feb. 11th, 1909, Reported back by Committee on Railroads and Transportation that it do pass. Reported adopted and referred to printing committee.

Feb. 17th. Reported correctly printed; report adopted and referred to General File or Steering Committee.

March 2nd. Placed on General File by Steering Committee.

March 3rd. Passed Committee of the Whole; considered engrossed and placed on calendar for third reading.

March 4th. Passed the House and transmitted to the Senate; too late for that body to take action, this being the last day of the Eleventh Legislative Assembly.

It will be noted that this Bill remained in the Steering Committee of the House from February 17th to practically the close of the session.

Hence the Railroad Commission is without jurisdiction to regulate evils as referred to in this article, known by them to exist, and the traveling public, and railroad employes must go on unprotected as heretofore, and sooner or later when another catastrophe has been added to the list, be content with the information that again someone overlooked their hand and has been discharged from the service of the railway company.

For the information of those who are uninformed in such matters, we would here state that a "Block System" simply means a system of moving trains whereby trains are blocked or held, until the block is clear, and if "Positive Block" is used there cannot under any circumstances be more than one train in the block at the same time, moving either in the same or opposite direction, and when this is done the train in the block has been afforded all the protection that it is possible to give. The "Permissive Block" means that two or more trains are permitted to use the same block at the same time under cautionary instructions, and in the opinion of this Commission is quite as hazardous as though there were no block at all, and utterly defeats the object of the system. It is true that there is some block system in use in Montana, but is also true that on some Districts of the older established lines of railroad, no pretense whatever has been made to engage this additional factor of protection. It matters little to the public or to this Commission what system of blocking trains is adopted by the various lines of railroad, or whether each road has an independent system of its own, just so long as its object

is accomplished, but we do believe that the Railroad Commission of Montana, as the representative of the people, should have the power to require the adoption of such measures, and be the judge as to their expediency.

One of the most appalling wrecks in the history of the United States, and by far the worst railroad catastrophe that Montana has ever known, occurred within the period of this annual report, as a result of which twenty passengers were killed and eleven injured, two employes killed and two injured, property destroyed to the extent of many thousand dollars. The awful consequence of a freight train occupying the main line on the time of a passenger train without being properly protected by flagmen (violation of rules), but block system would have averted this accident, and has since been installed on that district.

Under the operation at the time and place this collision occurred, in order that the situation may be realized by the readers of this report, we would explain that the passenger train in question was on time, the freight train designated as "Extra West" had no orders naming a meeting point with the passenger train and the latter did not know that Extra West was on the road. In other words the freight train had, under the system of operation, a perfect right to go as far as it could without interfering with the passenger train's time. Note what happened. Had block system been in operation the passenger train would have known about the Extra West, and could not have passed a given point until same had arrived.

Within the past few months, in another state, two trains collided head-on killing instantly fourteen or more passengers. The train at fault had orders to meet two trains at a certain station, but on the arrival of the first one, pulled out of the siding onto the main line and had only proceeded a few miles when the collision happened with the fatal results stated above. The only reason that could be given for this accident was that the crew at fault "overlooked their orders." Block system would have saved it.

A short time ago, in an adjoining state, a passenger train collided head-on with a stock train. The stock train had orders that the passenger train would run forty minutes late. The conductor was in the caboose when the train stopped and took siding. He walked to the head-end and asked the engineer why he had taken siding, and the latter replied for train 308. "We have

only forty minutes on them." The conductor said, "No, we have an hour and forty minutes on 308 and we will go to Blank for them." The train pulled out of the siding and collided almost immediately with the passenger train referred to.

As a matter of fact, the orders the stock train held only gave them forty minutes on 308, and the conductor was in error, but strange as it may seem, neither the conductor nor the engineer consulted their orders after it had been suggested that one or the other was mistaken. Fortunately this accident was not attended by serious results, but it goes to show that under what is known as the "Standard" method of operation, accidents can and will continue to take place.

Three railroad men were killed a few weeks ago at junction point in this State, caused by the branch line train occupying the main line. It was dark and the tail lights of the branch line were obscured. This accident was caused by gross violation of rules, but block system would have prevented it, or even an electric headlight would have enabled the engineer to discover that the track was obstructed in time to stop his train.

Many instances could readily be cited to illustrate the absolute necessity for greater protection than that afforded by the "Standard" system of operating by train orders and train rights but the foregoing will undoubtedly be sufficient to convince our readers (not railroadmen for the latter already know it), that something is necessary to be done and this Commission feels that the number of accidents with their attending list of fatalities will not be minimized until all trains are handled in a "positive block."

Part V.

Rules of Practice.

PROCEEDINGS BEFORE THE BOARD.

During the past two years, since the Board of Railroad Commissioners of the State of Montana was created by the tenth legislative assembly, it has been necessary to waive to a very large extent, formality in the matter of prosecuting cases brought before the Board; this, owing to the fact that the people of the state were for the most part uninformed as to the requisite methods of procedure.

Rules of Practice were promulgated by the Commission in 1908 to govern its proceedings, but under these rules, which were quite informal, the carrier companies were placed somewhat at a disadvantage in the matter of defending accusations against them, and the results, therefore, have been more or less unsatisfactory both to the complainant as well as the defendant parties.

To overcome these difficulties, and following the practices of other state commissions, our Rules of Practice have been revised, amended and adopted effective November 30th, 1909, along practical lines, and in the opinion of the Commission suited to the conditions that here exist. It is the desire, therefore, that these rules and standard forms, which are published herewith, be used in the presentation of any and all **formal** complaints, which will without doubt, accrue in more satisfactory results to all parties concerned, and infinitely more agreeable to this Board.

Copy of these Rules of Practice will be furnished to any person desiring same, upon application to the Commission.

Rules of Practice.

I.

PUBLIC SESSIONS.

The general sessions of the Commission for hearing formal complaints will be held at its office in the Capitol in the City of Helena, on such days and at such hour as the Commission may designate. See Form Number III.

When special sessions are held at other places, such regulations as may be necessary will be made by the Commission.

Sessions for receiving, considering, and acting upon petitions, application and communications, and all matters other than the hearing of formal complaints, will be held at its said office daily when the Commission is in Helena.

II.

PARTIES TO CASES.

Any person, firm, company, corporation or association, mercantile, agricultural or manufacturing society, body politic or municipal organization, or railroad, may complain to the Commission by petition, of anything done, or omitted to be done, in violation of the provisions of Chapter 37, Laws of 1907, as well as other laws of this state, by any common carrier or carriers subject to the provisions of said act or other acts.

Where a complaint relates to the rates or practices of a single carrier, no other carrier need be made a party, but if it relates to matters in which two or more carriers, engaged in transportation by continuous carriage or shipment, are interested, the several carriers participating in such carriage or shipment are necessary parties respondent. Or where a complaint relates to rates or practices of carriers operating different lines, and the object of the proceeding is to secure correction of such rates or practices on each of said lines, all the carriers operating such lines must be made respondents.

When the line of a carrier is operated by a receiver or trustee, both the carrier and its receiver or trustee should be made respondents in cases involving transportation over such line.

Persons or carriers not parties may petition in any proceeding for leave to intervene and be heard therein. Such petition shall set forth the petitioner's interest in the case. Leave granted on such application shall entitle the intervener to appear and be treated as a party to the proceeding. Petitions referred to in this paragraph must be made in writing and must be in the hands of the Commission at least ten days prior to date set for hearing.

III.

COMPLAINTS.

Complaints of unlawful rates, acts or practices by any common carrier, must be by petition or complaint, **setting forth the facts** claimed to constitute a violation of the law. The name of the carrier or carriers complained against must be stated in full, and the address of the petitioner with the name and address of attorney or counsel, if any, must appear upon the petition. The complainant must furnish as many copies of the complaint as there are parties respondent, and in addition four copies for use of this Board. Complaints need not be verified except in case of a claim for refund of unlawful charges or tolls exacted, in which event complaint must be sworn to before a notary public.

The Commission will serve a copy of said complaint upon the carrier or carriers complained against, together with notice to satisfy or answer the same within a specified time.

In case of an investigation on motion of the Commission the notice of investigation will take the place of a complaint in the proceeding.

IV.

ANSWERS.

A carrier complained against must file its answer with the Commission within eight days from the date of service of the complaint above provided for, but in special cases the Commission may require said answer to be made within a shorter time, or upon good cause being shown may extend the time upon request of the defendant, who must set a positive date when such answer will be made.

The answer must specifically admit or deny the material allegations of the petition, and also set forth the facts that will be relied upon to support any such denial. Answers need not be verified except in case of claim for refund as referred to in Article III of these rules. Answers must be in as many copies as there are complainants, and one additional copy for use of the Commission, and the Commission will, upon receipt of such answer, serve a copy of same upon the complainant, so that the latter will be informed of the position taken by the defendant.

If a carrier complained against shall make satisfaction either before or after filing its answer with the Commission, a written acknowledgment thereof, showing the character and extent of the satisfaction made, shall be filed with the Commission, in the same number of copies as provided in Paragraph two of this article.

V.

HEARINGS ON COMPLAINTS.

Upon issue being joined by the service of an answer or notice of hearing on the petition, the Commission will assign a time and place for hearing the case, which will be at its office in the city of Helena, unless otherwise ordered. The complainants must establish the facts alleged to constitute a violation of the law, unless the carrier complained against admits the same or fails to answer the petition. The carrier must also prove facts alleged in the answer, unless admitted by the petitioner, and fully disclose its defense at the hearing. The testimony of any witness may be taken by deposition.

The Commission reserves the right to make an independent investigation in the interest of either party, either before or after hearing, to inform themselves of anything alleged to be done or left undone, and the information thus obtained will be set forth in the Commission's report of findings, and may be relied upon in connection with the testimony of the complainant or defendant, to determine what action shall be taken in the premises.

In case of failure to answer, the Commission will take such proof of the facts as may be deemed proper and reasonable, and make such order thereon as the circumstances of the case appear to require.

Copies of any petition, complaint or answer in any matter or

proceeding before the Commission, or of any order, decision or opinion by the Commission, will be furnished without charge, upon application, to any person or carrier party to the proceeding.

One copy of the testimony will be furnished by the Commission for use of the complainant and one copy for the respondent, without charge.

VI. RE-HEARINGS.

Applications for re-opening a case after final submission, or for re-hearing after decision made by the Commission, must be by petition and must state specifically the grounds upon which the application is based. If such application be to re-open the case for further evidence, the nature and purpose of such evidence must be briefly stated, and the same must not be merely cumulative. If the application be for a re-hearing, the petition must specify the findings of fact, and conclusions of law claimed to be erroneous, with a brief statement of the grounds of error.

Such application as referred to above must be made in as many copies as there are complainants in the case, and in addition one copy for the Commission; all copies to be forwarded to the Commission, who will take necessary further action as to serving notice upon complainant.

VII. WITNESSES AND SUBPOENAS.

Subpoenas requiring the attendance of witnesses from any place in the state of Montana to any designated place of hearing for the purpose of taking the testimony of such witness orally before the Commission or by deposition before any person authorized to take the same, will upon the application of either party be issued by the Commission.

Subpoenas for the production of books, records, etc., (unless directed to issue by the Commission upon its own motion) will only be issued upon application in writing, which must set forth in a general way the books, records, etc., desired to be produced, and that the applicant believes same will be of service in the determining of the case.

Witness fees will be paid by the State to witnesses subpoenaed

at the instance of the Commission, and also when subpoenaed at the instance of parties to the case. No witness fees will be allowed except on subpoena.

VIII.

COMPLIANCE WITH ORDERS.

Upon the issuance of an order against any carrier after hearing, such carrier must promptly acknowledge receipt thereof, and upon compliance with its requirements, notify the Commission that action has been taken in conformity with the order, and when a change in rates is involved, such notice must be given in addition to the filing of tariff or schedule showing such change in rates.

IX.

INFORMATION TO PARTIES.

The Commission will, upon request, advise any party as to the form of petition, answer or other document necessary to be filed in any case, and will furnish such information from their files as will conduce to a full presentation of facts material to the subject.

X.

ADDRESS OF THE COMMISSION.

All complaints, petitions or answers in any proceeding, or applications in relation thereto, and all letters, telegrams and other correspondence must be addressed, Railroad Commission of Montana, Helena, Montana, unless otherwise specially directed.

FORMS.

These forms may be used in cases to which they are applicable, with such alterations as the circumstances may render necessary.

No. 1.

Complaint.

.....Complainant,

vs.

.....Defendant.

The petition of the above named Complainant respectfully shows:

1st. (State occupation and place of business).

2nd. That the above named defendant is a Common carrier engaged in the transportation of persons and property by railroad between points in the State of Montana, and as such common carrier is subject to the provisions of Chapter 37, Laws of 1907, and other laws of this State relating to common carriers.

3rd. (Here state concisely the matters complained of, numbering each succeeding paragraph).

4th.

5th.

6th.

etc.

Wherefore petitioner prays that the aforesaid defendant be required to answer the charges herein, and that after due hearing and investigation an order be made commanding said defendant to cease and desist from violations of the acts referred to in this petition, and such other and further order as the Commission may deem necessary and just in the premises. (Prayer may be varied so as to ask for the ascertainment of lawful rates or practices, and an order requiring the carrier to conform thereto. If reparation for any wrong or injury be desired the petitioner should state the nature and extent of the reparation he deems proper).

Dated at this day of 19..
.....Petitioner.

No. II.

Answer.

.....Complainant,
vs.
.....Defendant.

The above named respondent, for answer to the complaint in this proceeding, respectfully states:

1st. That (here make reply in accordance with Article IV of these rules.)

WHEREFORE the respondent prays that the complaint in this proceeding be dismissed.

THE.....COMPANY.

By
.....

No. III.

Notice of Hearing.

.....Complainant,
vs.
.....Defendant.

Please take notice that a hearing will be had in the above proceeding, at the hour of on the day of 19..., at, Montana, in the

Complaint relates to
.....
and is dated 19.....

Kindly acknowledge receipt.

BOARD OF RAILROAD COMMISSIONERS OF THE STATE OF MONTANA.

By
Secretary.

Helena, 19..

No. IV.

Application for Re-Opening or Re-Hearing.

.....Complainant,

vs.

.....Defendant.

Complaint relates to

.....

.....

The above named (complainant or defendant) respectfully petitions for (re-opening or re-hearing) in this proceeding for the purpose of (here state the nature and purpose of such further evidence as will be submitted, or the findings of fact and conclusions of law claimed to be erroneous).

WHEREFORE, the (complainant or defendant) prays that the Commission will set a date for the hearing of such further testimony or arguments.

.....

Defendant or Complainant.

NOTE: See Article VI Rules of Practice.

Part VI.

Annual Reports of Railroads.

Annual Reports
Of Railroads Operating in State of Montana for the Fiscal Year
Ending June 30, 1908.

In compiling the statistics contained in the following pages, it has been the aim of the Commission to include only such figures as may be of interest to the public. The reports rendered by the railroads are complete, but necessarily include many details, which, while important to the Commission, would, if included herein, only serve to make this report voluminous.

Owing to the fact that the Chicago, Milwaukee & Puget Sound Railway Company, on the above date, was still under construction, that line has not furnished complete annual report, and the Commission has not, therefore, included that company in all the compilations herein.

ORGANIZATION.

BUTTE, ANACONDA & PACIFIC RAILWAY.

Names of Directors.	Post Office Address.	Date of Expiration of Term.
J. D. Ryan	Butte	June, 1909.
M. S. Dean	Chicago	June, 1909.
J. A. Dunlop	Anaconda	June, 1909.
P. M. Halloran	Anaconda	June, 1909.
F. A. Jones	Anaconda	June, 1909.

Total number of stockholders, 8.

CHICAGO, BURLINGTON & QUINCY R. R.

John F. Talmage	New York City	November, 1908.
George F. Baker	New York City	November, 1908.
George C. Clark	New York City	November, 1908.
William P. Clough	New York City	November, 1908.
George B. Harris	Chicago	November, 1908.
James J. Hill	St. Paul	November, 1908.
James N. Hill	New York City	November, 1908.
John J. Mitchell	Chicago	November, 1908.
Darius Miller	Chicago	November, 1909.
Norman B. Ream	New York City	November, 1908.
Samuel Thorne	New York City	November, 1908.

Total number of stockholders, 399.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY CO. OF MONTANA.

W. G. Collins	Seattle, Wash.	June, 1909.
J. R. Dickinson	Chicago, Ill.	June, 1909.
George P. Earling	Milwaukee, Wis.	June, 1909.
Richard A. Harlow	Helena, Mont.	June, 1909.
W. R. Morrison	Chicago, Ill.	June, 1909.
Honore Palmer	Chicago, Ill.	June, 1909.
E. D. Sewall	Chicago, Ill.	June, 1909.
George F. Shelton	Butte, Mont.	June, 1909.
Adolph Uhrlaub	Chicago, Ill.	June, 1909.
E. W. Adams	Milwaukee, Wis.	June, 1909.
C. J. Jefferson	Chicago, Ill.	June, 1909.

Total number of stockholders, 10.

GREAT NORTHERN RAILWAY.

Henry W. Cannon	New York City	October, 1910.
William B. Dean	St. Paul	October, 1910.
Samuel Thorne	New York City	October, 1910.
James J. Hill	St. Paul	October, 1908.
Frederick Weyerhaeuser	St. Paul	October, 1908.
Louis W. Hill	St. Paul	October, 1908.
R. I. Farrington	St. Paul	October, 1908.
E. Sawyer	St. Paul	October, 1909.
W. R. Begg	St. Paul	October, 1909.

Total number of stockholders, 6,471.

MONTANA RAILROAD.

M. S. Gunn	Helena	May, 1909.
T. A. Mapes	Helena	May, 1909.
J. Welch	Helena	May, 1909.
Carl Rasch	Helena	May, 1909.
Lawrence Fitch	Chicago	May, 1909.

Total number of stockholders, 6.

NORTHERN PACIFIC RAILWAY.

John S. Kennedy	New York City	October, 1910.
Arthur Curtiss James	New York City	October, 1910.
George F. Baker	New York City	October, 1910.
William Sloane	New York City	October, 1910.
Grant B. Schley	New York City	October, 1910.
William P. Clough	New York City	October, 1908.
James N. Hill	New York City	October, 1908.
Amos Tuck French	New York City	October, 1908.
Alex. Smith Cochran	New York City	October, 1908.
Payne Whitney	New York City	October, 1908.
J. Pierpont Morgan, Jr.	London, England	October, 1909.
Lewis Cass Ledyard	New York City	October, 1909.
Howard Elliott	St. Paul	October, 1909.
Chas. Steele	New York City	October, 1909.
George W. Perkins	New York City	October, 1909.

Total number of stockholders, 4,872.

OREGON SHORT LINE RAILROAD.

Oliver Ames	Boston	October, 1908.
Gordon M. Buck	New York City	October, 1908.
Samuel Carr	Boston	October, 1908.
L. H. Cornell	New York City	October, 1908.
William D. Cornish	New York City	October, 1908.
George E. Downs	New York City	October, 1908.
Maxwell Evarts	New York City	October, 1908.
E. H. Harriman	New York City	October, 1908.
R. S. Lovett	New York City	October, 1908.
W. S. McCormick	Salt Lake City	October, 1908.
William Mahl	New York City	October, 1908.
Oliver W. Mink	Boston	October, 1908.
H. B. Thayer	New York City	October, 1908.
W. V. Thorne	New York City	October, 1908.
P. A. Valentine	Chicago	October, 1908.

Total number of stockholders, 17.

YELLOWSTONE PARK RAILROAD.

Frank A. Hall	Belfry, Mont.	July, 1908.
Geo. J. Atkins	Marietta, Pa.	July, 1908.
Samuel N. Mumma	Landisville, Pa.	July, 1908.
H. S. Weist	York, Pa.	July, 1908.
Louis Rosenfield	Chicago	July, 1908.
E. W. Meisenhelder	York, Pa.	July, 1908.
E. A. Rice	York, Pa.	July, 1908.

Total number of stockholders, 95.

TEN LARGEST HOLDERS OF VOTING SECURITIES.

BUTTE, ANACONDA & PACIFIC RAILWAY.

Name.	Address.	No. of Votes.	Par value of stock Held	
			Common	Preferred
Wm. G. Rockefeller	New York	5,094	\$509,000	
A. H. Melin	New York	4,900	490,000	
B. B. Thayer	New York	1	100	
Directors, 1 each .....	.....	5	500	

CHICAGO, BURLINGTON & QUINCY R. R.

Standard Trust Co.	New York	1,076,130	\$107,613,000	
Morton H. Niles	New York	7,333	733,300	
Nicholas Stockhammer	New York	7,255	725,500	
Chas. W. Harkness	New York	3,030	303,000	
N. Y. Life Ins. & T. Co., trustee	New York	2,133	213,300	
Aug. C. Downing Estate	New York	1,375	137,500	
Edw. S. Harkness	New York	1,010	101,000	
Henry Hamill, Jr.	New York	650	65,000	
Henry Graves	Chicago	550	55,000	
Mrs. Mary T. Leiter	Chicago	500	50,000	

CHICAGO, MILWAUKEE & ST. PAUL RY. CO. OF MONTANA.

C. M. & St. P. Ry. Co.	Milwaukee	19,991	\$1,999,100	
George F. Shelton	Butte	1	100	
J. R. Dickinson	Chicago	1	100	
G. P. Earling	Milwaukee	1	100	
R. A. Harlow	Helena	1	100	
W. G. Collins	Seattle	1	100	
W. R. Morrison	Chicago	1	100	
Honore Palmer	Chicago	1	100	
E. D. Sewall	Chicago	1	100	
Adolph Uhrlaub	Chicago	1	100	

GREAT NORTHERN RAILWAY.

G. F. Baker	New York	28,720	\$2,872,000*	
Baring & Co.	New York	19,299	1,929,900*	
Clark, Dodge & Co.	New York	23,507	2,359,700*	
E. H. Harriman	New York	67,773	6,777,300*	
James J. Hill	St. Paul	20,000	2,000,000*	
Margaret C. Howard	London, Eng.	17,925	1,792,500*	
D. Willis James	New York	32,250	3,225,000*	
John S. Kennedy	New York	70,000	7,000,000*	
Lord Strathcona	London, Eng.	28,800	2,880,000*	
Edward Tuck	Paris, France	24,000	2,400,000*	

*Stock is neither common nor preferred.

MONTANA RAILROAD.

C. M. & St. P. Ry.	Milwaukee	34,995	\$3,499,500
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NORTHERN PACIFIC RAILWAY.

John S. Kennedy	New York	100,000	\$10,000,000
James J. Hill	St. Paul	80,000	8,000,000
Lord Strathcona	London	40,020	4,002,000
D. Willis James	New York	32,850	3,285,000
Geo. F. Baker	New York	30,780	3,078,000
Clark, Dodge & Co.	New York	30,142	3,014,200
E. H. Harriman	New York	22,805	2,280,500
Moore & Schley	New York	21,808	2,180,800
Margaret C. Howard	New York	19,440	1,944,000
J. W. Sterling, trustee	New York	18,992	1,899,200

OREGON SHORT LINE RAILROAD.

E. H. Harriman	New York	273,507	\$27,350,700
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With the exception of 1,078 shares owned by the Oregon Short Line R. R. Co., the remaining shares are held in one share lots.

YELLOWSTONE PARK R. R.

Western Development Co.	Lancaster, Pa. ...	44,993	\$2,249,650
G. R. Heisey	Lancaster, Pa. ...	1	50
J. A. Maur	Chicago	1	50
S. N. Mumma	Landisville	1	50
J. G. Atkins	Marietta, Pa.	1	50
H. B. Cassel	Marietta, Pa.	1	50
L. S. Rosenfield	Chicago	1	50
F. A. Hall	Belfry, Mont. ...	1	50

PRINCIPAL OFFICERS.

BUTTE, ANACONDA & PACIFIC RAILWAY.

Name.	Title.	Address.
J. D. Ryan	President	Butte.
M. S. Dean	Vice-President	Chicago.
P. M. Halloran	Secretary-Treas. and Auditor..	Anaconda.
F. A. Jones	General Superintendent	Anaconda.
W. C. Thomas	Genl. Fgt. & Passgr. Agent....	Anaconda.

CHICAGO, BURLINGTON & QUINCY R. R.

Geo. B. Harris	President	Chicago.
D. Miller	First Vice- President	Chicago.
T. S. Howland	Secretary	Chicago.
J. W. Elythe	General Counsel	Burlington, Ia.
C. I. Sturgis	General Auditor	Chicago.
F. E. Ward	General Manager	Chicago.
G. W. Holdrege	General Manager	Omaha.
G. H. Crosby	Freight Traffic Manager	Chicago.
P. S. Eustis	Passenger Traffic Manager	Chicago.

CHICAGO, MILWAUKEE & ST. PAUL RY. CO. OF MONTANA.

E. D. Sewall	President	Chicago.
R. A. Harlow	Vice-President	Helena.
G. F. Shelton	Secretary	Butte.
F. G. Ranney	Treasurer	Chicago.
M. S. Gunn	General Counsel	Helena.
H. G. Haugan	Comptroller	Chicago.
W. N. D. Winne	Auditor	Chicago.
H. B. Earling	General Superintendent	Miles City, Mont.
R. M. Calkins	Genl. Fgt. & Passgr. Agent....	Butte.

GREAT NORTHERN RAILWAY.

Louis W Hill	President	St. Paul.
E. Sawyer	Treasurer and Asst. Secretary..	St. Paul.
W. R. Begg	General Solicitor	St. Paul.
John G. Drew	Comptroller	St. Paul.
J. M. Gruber	General Manager	St. Paul.
W. W. Broughton	General Traffic Manager	St. Paul.
H. A. Jackson	Asst. Genl. Fgt. & Passgr. Agt.	Helena, Mont.

MONTANA RAILROAD.

M. S. Gunn	President	Helena, Mont.
Carl Rasch	Secretary	Helena, Mont.
J. Welch	Auditor	Helena, Mont.
H. A. Green	Chief Engineer	Helena, Mont.
H. B. Earling	General Superintendent	Miles City, Mont.
R. M. Calkins	Genl' Fgt. & Passgr. Agent....	Butte.

NORTHERN PACIFIC RAILWAY.

Howard Elliott	President	St. Paul.
Jule M. Hannaford	Second Vice-President	St. Paul.
James N. Hill	Vice-President	New York City.
Geo. T. Earl	Secretary	New York City.
Charles A. Clark	Treasurer	St. Paul.
Charles W Bunn	General Counsel.....	St. Paul.
H. A. Gray	Comptroller	St. Paul.
Geo. T. Slade	General Manager	St. Paul.
J. G. Woodworth	Traffic Manager	St. Paul.

OREGON SHORT LINE RAILROAD.

E. H. Harriman	President	New York City.
W. H. Bancroft	Vice-President & Genl. Mngr.	Salt Lake City.
Alex. Miller	Secretary	New York City.
F. V. S. Crosby	Treasurer	New York City.
P. L. Williams	General Attorney	Salt Lake City.
William Mahl	Comptroller	New York City.
Erastus Young	General Auditor	Omaha.
J. C. Stubbs	Traffic Director	Chicago.

YELLOWSTONE PARK RAILROAD.

Frank A. Hall	President	Belfry, Mont.
Samuel N. Mumma	Vice-President	Lancaster, Pa.
Geo. J. Atkins	Secretary-Treasurer	Lancaster, Pa.
William L. Miller	Auditor.....	Belfry, Mont.

INCORPORATION OF RAILROADS OPERATING IN MONTANA.

Name.	Incorporated Under Laws of
Butte, Anaconda & Pacific Ry.....	Montana.
Chicago, Burlington & Quincy R. R.....	Illinois.
Chicago, Milwaukee & St. Paul Ry. of Montana	Montana.
Great Northern Ry.	Minnesota.
Montana Railroad.....	Montana.
Northern Pacific Ry.	Wisconsin.
Oregon Short Line Railroad	Utah.
Yellowstone Park Railroad	Montana.

ROADS OPERATED—STATE OF MONTANA.

1. Line owned by respondent company:
 - A. Main Line.
 - B. Branches and Spurs.
2. Line operated by respondent but owned by another corporation, control being secured through stock ownership.
3. Line operated under lease for specified sum.
4. Line operated under contract or agreement, or where rent is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

BUTTE, ANACONDA & PACIFIC RY.

Name.	Description of Line.	Mileage
1.A.	Butte to Anaconda	25.67
1.B.	Various	35.85
3. Montana Ry.	Stuart to Anaconda	8.17
	Total mileage operated, Montana.....	69.69

CHICAGO, BURLINGTON & QUINCY R. R.

1.B.	Toluca to Cody	85.54
1.B.	Montana State Line to Huntley	101.74
5. Nor. Pac. Ry.	Huntley to Billings	12.62
	Total mileage operated, Montana.....	199.90

GREAT NORTHERN RAILWAY.

1.A.	North Dakota State Line to Idaho State Line	691.42
1.A.	Shelby to Great Falls	97.97
1.B.	Virden to International Boundary at Sweet Grass, Mont.	36.54
1.B.	Columbia Falls to Lakeview	51.68
1.B.	Kalispell to Somers	10.45
1.B.	Rexford to International Boundary at Gateway, Mont.	8.86
1.A.	Pacific Junction to Butte	290.78
1.A.	Great Falls to Judith Gap	121.17
1.B.	Armington to Nelhart	38.27
1.B.	Gerber to Stockett	8.09
1.B.	Lewis to Sand Coulee	2.39
1.B.	Fair Grounds Spur, Great Falls	1.96
1.B.	B. & M. Smelter at Great Falls	5.07
1.B.	Fair Grounds Spur, Helena .....	.68
1.B.	Mountain View Mine at Butte	3.32
5. Nor. Pac. Ry.	At Helena	2.55
	Total mileage operated, Montana.....	1,371.20

MONTANA RAILROAD.

1.A.	Lombard to Lewistown	157.00
	Total mileage operated, Montana.....	157.00

SECOND ANNUAL REPORT

NORTHERN PACIFIC RAILWAY.

1.A.	Dakota State Line to Idaho State Line.....	782.38
1.A.	Logan to Butte	71.40
1.B.	Main and Branch Line Industrial Spurs.....	68.38
1.B.	Laurel to Red Lodge	44.37
1.B.	Silesia to Bridger	19.72
1.B.	Livingston to Gardiner	54.27
1.B.	Whitehall to Parrot and Alder	46.81
1.B.	Sappington to Norris	21.00
1.B.	Harrison to Pony	6.65
1.B.	Prickley Pear Junction to High Ore Spur....	7.91
1.B.	Boulder to Elkhorn	20.13
1.B.	Helena to Rimini	16.51
1.B.	Clough Junction to Marysville	12.58
1.B.	Drummond to Philipsburg	25.94
1.B.	Missoula to Darby	63.82
1.B.	De Smet to Idaho State Line	109.53
1.B.	Proportion of spurs owned jointly with C. B. & Q. R. R. at Billings	1.63
3. Mont. Union	Garrison to Butte	64.36
5. Mont. Central	Helena to Boomerang	36.17
Total mileage operated, Montana.....		1,473.56

OREGON SHORT LINE RAILROAD.

1.A.	Silver Bow to State Line	126.13
5. Nor. Pac. Ry.	Silver Bow to Meaderville	8.69
Total mileage operated, Montana.....		134.82

YELLOWSTONE PARK RAILROAD.

1.A.	Bridger to Washoe	23.00
1.B.		7.00
Total mileage operated, Montana		30.00

CHICAGO, MILWAUKEE & ST. PAUL RY. CO. OF MONTANA.
(Under construction)

	Main Line, Branches and Spurs constructed to and including June 30, 1908	407.67
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Total mileage of all lines named, Montana 3,843.84

CAPITAL STOCK.

	B. A. & P. R. Y.	C. B. & Q. R. R.	Gt. Nor. Ry.	Mont. R. R.	Nor. Pac. Ry.	O. S. L. R. R.	Y. P. R. R.
Number of shares authorized	\$10,000	\$1,108,391	\$2,100,000	\$35,000	\$1,550,000	\$600,000	\$60,000
Total par value held by respondent corporation:							
In treasury .....	.....	.....	\$761,000	.....	.....	\$109,400	.....
In sinking or other funds .....	.....	.....	.....	.....	.....	.....	.....
Total par value not held by respondent corporation	\$1,000,000	\$110,839,100	\$209,201,500	\$3,500,000	\$155,000,000	\$27,350,700	\$2,478,000
Rate of dividends declared during year	6%	14%	7%	None	7%	110%	None
Amount of dividends declared during year	\$60,000	\$15,517,474	\$10,471,820	.....	\$10,850,000	\$30,085,770	.....

FUNDED DEBT—BONDS.

Total par value outstanding	\$1,000,000	\$183,064,000	\$233,510,909	\$2,000,000	\$297,850,500	\$156,080,000	\$912,000
Total par value held by respondent corporation:							
In treasury .....	.....	\$325,000	\$28,441,970	.....	\$5,050,000	\$2,565,000	.....
In sinking or other funds .....	.....	.....	.....	.....	.....	\$152,000	.....
Total par value not held by respondent corporation	\$1,000,000	\$182,738,200	\$205,068,939	\$2,000,000	\$292,800,500	\$153,363,000	\$912,000
Amount of interest accrued during year	\$50,000	\$7,126,009	\$9,121,631	\$100,000	\$11,403,428	\$6,776,490	\$32,025
Amount of interest paid during year	\$50,000	\$6,966,891	\$9,157,040	\$100,000	\$11,374,091	\$6,790,658	None

EQUIPMENT TRUST OBLIGATIONS.

Amount outstanding	\$2,239
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RECAPITULATION OF CAPITALIZATION.

	B.A. & P.Ry.	C.B. & Q.R.R.	Gt. Nor. Ry.	Mont. R. R.	Nor. Pac. Ry.	O.S.L.R.R.	Y. P. R. R.
Capital stock	\$1,000,000	\$110,839,100	\$209,962,750	\$3,500,000	\$155,000,000	\$27,460,100	\$2,473,000
Funded debt	\$1,000,000	\$183,064,000	\$205,068,939	\$2,000,000	\$190,237,500	\$156,080,000	\$812,000
Collateral trust bonds .....	.....	.....	.....	.....	\$107,613,000	.....	.....
Equipment trust obligations .....	.....	.....	.....	.....	\$2,239	.....	.....
Total par value outstanding	\$2,000,000	\$293,903,100	\$415,031,689	\$5,500,000	\$452,852,739	\$183,540,100	\$3,390,000
Amount capitalization per mile	\$32,510	\$33,364	\$45,014	\$35,032	\$56,237	\$154,706	\$8,340

CURRENT ASSETS AND LIABILITIES.

	B.A. & P. Ry.	C.B. & Q. R. R.	Gt. Nor. Ry.	Mont. R. R.	Nor. Pac. Ry.	O. S. L. R. R.	Y. P. R. R.
ASSETS.							
Cash	\$79,432.82	\$5,273,702.21	\$11,688,320.20	\$98,967.64	\$34,900,794.91	\$211,312.33	\$7,581.20
Bills receivable	967.99	854,245.86	3,439,900.27	.....	191,118.18	5,018,678.33	.....
Due from agents	230,961.52	.....	1,810,222.74	54,558.41	830,721.20	154,470.86	777.43
Due from solvent companies and individuals	13,173.69	3,514,235.55	2,220,882.30	34,799.17	6,149,816.92	596,773.61	2,698.99
Traffic balances due from other companies .....	.....	1,451,117.63	102,167.27	4,924.13	.....	151,959.49	.....
Other cash assets (excluding "Materials and Supplies"†)	250.00	65,387.58	.....	*1,862,715.87	.....	14,338,145.57	.....
Spokane, Portland & Seattle Ry. Co. construction advances .....	.....	.....	.....	.....	26,514,893.28	.....	.....
Clearwater Short Line Ry. Co. construction advances .....	.....	.....	.....	.....	3,366,414.50	.....	.....
Big Fork & International Falls Ry. Co. construction advances .....	.....	.....	.....	.....	682,190.92	.....	.....
Total cash and current assets	324,786.02	11,158,688.83	19,261,474.78	2,053,965.22	72,635,949.91	20,471,340.19	11,057.62
CURRENT LIABILITIES ACCRUED TO AND INCLUDING JUNE 30, '08.							
Receivers' certificates, loans and bills payable .....	.....	.....	.....	1,684,225.40	.....	52,596,783.38	51,643.46
Audited vouchers and accounts	127,475.24	3,630,842.66	3,366,625.10	57,841.24	4,006,194.57	31,562,998.00	10,594.34
Wages and salaries	35,277.65	2,524,771.24	2,423,494.32	54,914.25	2,369,625.45	362,978.77	.....
Traffic balances due to other companies	75,539.39	539,710.72	.....	.....	91,858.71	240,232.27	.....
Dividends not called for .....	.....	3,460.00	.....	.....	2,714,354.50	.....	.....
Matured interest coupons unpaid (including coupons due July 1) .....	.....	2,239,796.00	1,648,847.23	50,000.00	1,170,825.75	577,280.00	43,700.00
Taxes accrued .....	.....	.....	.....	.....	1,955,409.41	.....	.....
Reserve accounts .....	.....	.....	.....	.....	9,416,028.23	.....	.....
Rents due July 1 .....	.....	10,000.00	.....	.....	.....	.....	.....
Miscellaneous	691,313.98	174,048.75	1,224.00	16,580.89	.....	293,622.23	1,072.03
Total current liabilities	930,206.26	9,112,629.37	7,450,190.65	1,863,561.78	21,724,196.62	85,633,894.65	107,009.83
†Materials and supplies on hand	102,042.48	6,415,609.62	8,217,723.24	72,859.73	6,113,388.17	.....	6,708.45

*Includes revision of fine, \$1,862,133.22.

INCOME ACCOUNT—ENTIRE LINE.

	B.A. & P.Ry.	C.B. & Q.R.R.	Gt. Nor. Ry.	Mont. R. R.	Nor. Pac. Ry.	O.S.L.R.R.	Y. P. R. R.
Operating revenues	\$884,027.80	\$77,748,161.52	\$54,069,538.74	\$759,038.35	\$68,235,484.17	\$16,214,042.34	\$93,274.71
Operating expenses	650,400.62	55,268,407.48	35,867,600.24	375,710.45	39,865,033.30	7,760,691.65	58,937.75
Net operating revenue	233,627.18	22,479,754.04	18,201,938.50	383,327.90	28,370,450.87	8,453,350.69	34,336.96
Outside operations:							
Revenues .....	.....	543,693.14	908,623.73	.....	1,787,607.96	204,296.23	.....
Expenses .....	.....	528,498.22	574,879.80	.....	1,146,682.10	191,558.82	.....
Net revenue .....	.....	15,194.92	333,743.93	.....	640,925.86	12,737.41	.....
Total net revenue	233,627.18	22,494,948.96	18,535,682.43	383,327.90	29,011,376.73	8,466,088.10	34,336.96
Taxes accrued	18,972.38	2,455,988.13	2,276,074.18	15,468.18	2,717,485.67	591,128.96	2,531.38
Operating income	214,654.80	20,038,960.83	16,259,608.25	367,859.72	26,293,891.06	7,874,959.14	31,805.58
Other income:							
Rents accrued from lease of road....	.....	1,859.30	30,112.15	.....	233,185.47	51,331.86	.....
Other rents—credits:							
(a) Hire of equipment—balance....	.....	.....	384,116.72	.....	103,491.23	.....	.....
(b) Joint facilities .....	.....	533,619.57	294,982.88	.....	424,231.88	65,854.47	.....
(c) Miscellaneous rents .....	.....	128,925.10	189,523.70	.....	21,702.66	.....	.....
Separately operated properties—profit..	.....	.....	.....	.....	.....	.....	.....
Dividends declared on stocks owned	.....	.....	.....	.....	.....	.....	.....
or controlled .....	.....	6,570.67	4,353,809.22	.....	4,749,914.00	40,020,472.00	.....
Interest accrued on funded debt owned	.....	.....	.....	.....	.....	.....	.....
or controlled .....	.....	103,202.00	125,435.00	.....	472,510.00	1,053,395.00	.....
Interest on other securities, loans and	.....	.....	.....	.....	.....	.....	.....
accounts .....	.....	651,964.99	2,176,474.41	.....	2,198,363.04	.....	.....
Miscellaneous income .....	.....	.....	18,085.13	1,375.41	208,611.16	249,131.60	176.26
Total other income .....	.....	1,426,141.63	7,572,539.21	.....	8,412,009.44	41,440,184.93	176.26
Gross corporate income	214,654.80	21,465,102.46	23,832,147.46	369,235.13	34,705,900.50	49,315,144.07	31,981.84

TOTAL OPERATING REVENUES--STATE OF MONTANA.

	B.A.&P.Ry.	C.B.&Q.R.R.	Gt. Nor. Ry.	Mont. R. R.	Nor. Pac.Ry.	O.S.L.R.R.	Y. P. R. R.
Revenue from Transportation:							
Freight revenue	\$710,633.22	\$17,620.26	\$1,676,046.69	\$553,957.34	\$2,791,613.04	\$.....	\$90,467.04
Passenger revenue	100,111.75	24,954.16	703,516.08	168,100.29	1,517,758.24	.....	1,814.80
Excess baggage revenue	1,001.99	.....	8,656.29	2,288.57	19,615.42	.....	.....
Parlor and chair car revenue .....	.....	.....	.....	.....	.....	.....	.....
Mail revenue	3,187.38	.....	51,412.98	13,438.92	317,800.11	.....	.....
Express revenue	8,137.18	.....	27,575.29	16,538.92	75,522.71	.....	.....
Milk revenue (on passenger trains) .....	.....	.....	.....	.....	.....	.....	.....
Other passenger train revenue	379.40	.....	169.80	.....	4,401.95	.....	.....
Total passenger service train revenue	112,817.60	.....	791,330.44	200,366.39	1,935,098.43	.....	1,814.80
Switching revenue	41,414.79	.....	78,121.73	.....	47,249.12	.....	.....
Special service train revenue	373.90	.....	1,593.26	.....	2,411.76	.....	.....
Miscellaneous transportation revenue	3,625.00	.....	185.01	.....	25,317.03	.....	.....
Total revenue from transportation....	868,864.51	.....	2,547,277.13	754,323.73	4,801,689.38	.....	92,281.84
Revenue from operations other than transportation	15,163.29	.....	12,945.88	4,714.62	83,551.46	.....	992.87
Total operating revenues:							
State	884,027.80	42,574.42	2,560,223.01	759,038.35	4,885,240.84	**	93,274.71
Entire line	884,027.80	77,748,161.52	54,069,538.74	759,038.35	68,235,484.17	16,214,042.34	93,274.71

**State figures not furnished.

COMPARATIVE GENERAL BALANCE SHEET—ASSETS.

	B.A. & P.Ry.	C.B. & Q.R.R.	Gt. Nor. Ry.	Mont. R. R.	Nor. Pac. Ry.	O. S. L. R. R.	Y. P. R. R.
*Cost of road	\$3,977,740.70	\$358,832,115.23	\$239,899,079.94	\$5,523,152.16	\$338,867,868.84	\$61,580,774.40	\$452,760.61
Cost of equipment	1,168,135.02	.....	51,064,643.90	56,850.28	39,641,897.89	4,896,938.42	50,752.10
General expenditures .....	.....	.....	450,691.50	.....	271,884.98	.....	38,760.67
Stocks owned .....	.....	10,953,070.37	121,721,652.78	.....	5,235,330.94	174,812,860.44	.....
Funded debt owned .....	.....	1,923,023.00	33,556,343.13	.....	12,059,238.77	23,493,000.00	.....
Other permanent investments .....	.....	4,830,502.24	4,177,682.24	.....	.....	.....	.....
Advances for constructions .....	.....	.....	44,595,103.20	.....	.....	.....	.....
Lands owned .....	.....	1,182,138.59	.....	.....	.....	.....	.....
Cash and current assets	324,786.02	11,158,688.83	19,261,474.78	2,053,965.22	72,635,949.91	20,471,340.19	11,057.62
Other Assets:							
Equipment trusts .....	.....	.....	.....	.....	.....	.....	.....
Materials and supplies	102,042.48	6,415,609.62	8,217,723.24	72,859.73	6,113,388.17	1,761,407.65	6,708.45
Sinking, insurance and other funds .....	.....	18,274,259.46	1,050,052.80	.....	5,000,000.00	203,913.99	.....
Sundries .....	.....	.....	.....	.....	.....	.....	.....
Western Development Co. account .....	.....	.....	.....	.....	.....	.....	241,484.04
Deferred charges .....	.....	.....	.....	.....	.....	.....	345.60
Land department current assets .....	.....	.....	.....	.....	.....	.....	.....
Material and supplies leased .....	.....	.....	.....	.....	2,365,196.96	.....	.....
Cash in hands of trustees of mortgages .....	.....	.....	.....	.....	30,345.06	.....	.....
Securities in hands of trustees of St. Paul-Duluth division mortgages as collateral .....	.....	.....	.....	.....	984,055.36	.....	.....
Securities in hands of trustees of N. P.—G.N. joint bonds as collateral .....	.....	.....	.....	.....	1,352,847.33	.....	.....
Construction uncompleted .....	.....	.....	.....	.....	109,114,309.76	.....	.....
Contracts, right of way, etc. ....	.....	.....	.....	.....	.....	.....	1,219.11
Discounts on obligations issued .....	.....	.....	.....	.....	.....	.....	2,250,000.00
Profit and loss .....	.....	.....	.....	.....	.....	.....	432,000.00
Grand total assets, June 30, '07	5,897,470.61	400,083,590.18	363,608,616.01	6,247,010.00	533,502,636.13	281,637,056.64	1,475,182.76
Grand total assets, June 30, '08	5,572,704.22	413,569,407.34	523,994,447.56	7,706,827.39	593,672,421.97	287,230,235.09	3,498,909.83
Increase, assets .....	.....	13,485,817.16	.....	1,459,817.39	60,169,785.84	5,593,178.45	2,023,727.07
Decrease, assets	324,766.39	.....	.....	.....	.....	.....	.....

*Cost of Road under C. B. & Q. R. R. includes entire line.

LIABILITIES.

	B.A. & P. Ry.	C.B. & Q. R. R.	Gt. Nor. Ry.	Mont. R. R.	Nor. Pac. Ry.	O. S. L. R. R.	Y. P. R. R.
Capital stock	\$1,000,000.00	\$110,839,100.00	\$209,962,750.00	\$3,500,000.00	\$155,000,000.00	\$27,460,100.00	\$2,478,000.00
Funded debt	1,000,000.00	183,064,000.00	233,510,909.09	2,000,000.00	190,239,739.32	156,080,000.00	912,000.00
Subscriptions to new capital stock					62,881,835.97		
Current liabilities	930,206.26	9,112,629.37	7,450,190.65	1,863,561.78	21,724,196.62	85,633,894.65	107,009.83
Taxes not due			1,036,542.81				
Accrued interest on funded debt not yet payable							
Fund for permanent improvements and renewals	20,833.33	828,712.48	262,923.33		536,786.66	1,659,498.33	
Sinking fund—Superior coal dock			4,844,265.78				
Insurance fund			115,903.75				
Fund for depreciation of equipment			481,884.37		5,000,000.00		
Cost of additions and improvements made to property and paid for from fund for permanent improvements and renewals			14,369,984.52				
St. P. M. & M. consol. mortgage bonds redeemed since Nov. 1, 1907, through operation of sinking fund			17,822,512.47				
Surplus funds of proprietary companies deposited with company			78,000.00				
Equipment replacement fund			6,875,489.27			773,649.37	1,900.00
N. P.-G. N. joint bonds				11,697.38	107,613,000.00		
Liquidation account					66,498.87		
Accrued sinking fund payments not yet payable							
Current accounts—balance		289,844.98					
Renewal fund		16,613,139.16					
Sinking funds		10,000,000.00					
Excess of accrued interest on bonds over amount paid during year		29,127,440.95					
Income account		159,118.81					
Profit and loss		39,246,770.98					
		14,288,650.61		331,568.23	50,611,364.53	15,623,092.74	
Grand total liabilities—			27,183,091.52				
June 30, 1907	5,897,470.61	400,083,590.18	363,608,616.01	6,247,010.00	533,502,636.13	281,837,056.64	1,450,246.33
June 30, 1908	5,572,704.22	413,569,407.34	523,994,447.56	7,706,827.39	593,672,421.97	287,230,235.09	3,498,909.83
Increase		13,485,817.16	160,385,831.55	1,459,817.39	60,169,785.84	5,593,178.45	2,048,563.50
Decrease	324,766.39						

IMPORTANT CHANGES DURING YEAR—STATE OF MONTANA.

1. Extensions of Road put into operation.
2. Decrease in Mileage of Line Abandoned or Line Straightened.
3. All other important Physical changes.
4. All leases taken or surrendered.
5. All Consolidations or Reorganizations effected.
6. All new Stocks issued.
7. All new Funded Debt issued.
8. All changes in the holdings of Stocks and Funded Debt.
9. All other important Financial Changes.

BUTTE, ANACONDA & PACIFIC RY.

Mileage of spurs June 30, 1908	35.85 miles
Mileage of spurs June 30, 1907	38.88 "
Net decrease	3.03 "

CHICAGO, BURLINGTON & QUINCY R. R.

4. Lease of the Chicago, Burlington & Quincy Railroad to the Chicago, Burlington & Quincy Railway was surrendered at midnight June 30, 1907.

GREAT NORTHERN RAILWAY.

1. Armington to Judith Gap92.63 miles
2. Lucerne to Lakeview removed11.86 "
4. Lease with the St. Paul, Minneapolis & Manitoba Ry. Co. terminated November 1, 1907.
5. The Great Northern Ry. Co. purchased as of July 1st, 1907, (except as below), the lines of railway, equipment, securities, assets, etc., of the following companies, and now holds the title thereto:

	Par value of the Capital Stock of said companies, which on June 30, 1907, was owned by the G. N. Ry.
Minnesota & Great Northern Ry.	\$2,000,000.00
Dakota & Great Northern Ry.	7,000,000.00
Billings & Northern R. R. Co. ....	.....
Eastern Ry. Co. of Minnesota	16,000,000.00
Park Rapids & Leech Lake Ry. Co.	500,000.00
St. Paul, Minneapolis & Manitoba Ry. Co. (Nov. 1, 1907)	19,662,000.00
Minneapolis Union Ry. Co.	500,000.00
Duluth, Watertown & Pacific Ry. Co.	730,000.00
Willmar & Sioux Falls Ry. Co.	7,000,000.00
Montana Central Ry. Co.	5,000,000.00
Spokane Falls & Northern Ry. Co.	2,809,000.00
Columbia & Red Mountain Ry. Co.	264,400.00
Washington & Great Northern Ry. Co.	2,000,000.00
Seattle & Montana R. R. Co.	13,999,550.00

Payment for the property purchased was made by the Great Northern Ry. Co. assuming the payment of the bonds which had been issued by the selling companies and which were outstanding at the date of purchase, by writing off the amounts the Great Northern had from time to time advanced said companies for construction purposes, etc., by assuming and discharging all the other liabilities of said companies and by the payment of the consideration named in the resolutions adopted by the stockholders authorizing said purchases. Out of the considerations so paid the several "selling" companies were enabled to call for retirement and cancellation their entire share capital and have taken up their shares which were owned by the Great Northern Ry. Co. The par value of said shares so owned June 30, 1907, have been entered above opposite the names of the several companies in answer to question 5.

RAILROAD COMMISSION OF MONTANA.

2C7

6. Upon payment of the subscriptions therefor, \$60,000,000.00 of additional Capital Stock was issued as of May 1, 1907.
7. The following changes have been made in the funded debt during the year:
- St. P. M. & M. Ry. Co. Bonds:**
- | | | | |
|-------------------------------------------------------------------------------------------------------------|----------------|-----------|----------------|
| Consolidated Mortgage 4½% Bonds issued in exchange for prior lien bonds canceled as below..... | \$1,204,000.00 | | |
| Less Bonds redeemed through operation of sinking fund, by St. P. M. & M. Ry. Co. prior to Nov. 1, 1907..... | \$14,000.00 | | |
| By G. N. Ry. Co. since Nov. 1, 1907 | 78,000.00 | 92,000.00 | |
| Net increase | | | \$1,112,000.00 |
| Prior lien bonds exchanged for Consolidated Mortgage Bonds and canceled, as above: | | | |
| Second Mortgage Bonds | 593,000.00 | | |
| Dakota Extension Mortgage Bonds | 611,000.00 | | 1,204,000.00 |
| Net decrease St. P. M. & M. Bonds..... | | | \$ 92,000.00 |
- Eastern Ry. of Minn. Bonds:**
- | | | | |
|------------------------------------------------------------------------------------------|----------------|--|----------------|
| First Division First Mortgage Bonds: | | | |
| Matured April 1, 1908 | \$4,700,000.00 | | |
| Presented for redemption and redeemed July 1, 1908 | | | \$4,627,000.00 |
| Northern Division First Mortgage Bonds issued on redemption of First Division Bonds..... | | | 4,627,000.00 |
| Of the latter there were \$2,065,000.00 held in the Company's Treasury June 30, 1908. | | | |
8. The following Securities were purchased with the Railways, Equipments and other properties, described in answer to question 5:

Stocks:		From
Lake Superior Terminal & Transfer Ry. Co.	\$ 15,700.00	Eastern Ry. Co. of Minn. Willmar & S. F. Ry. Co. Seattle & Mont. R. R. Co.
Duluth Terminal Ry. Co.	50,000.00	
Sioux City & Western Ry. Co.	2,500,000.00	
New Westminster Southern Ry. Co....	600,000.00	
Bonds:		
Duluth Terminal Ry. Co.	175,000.00	Eastern Ry. of Minn.
Wisconsin Central Ry. Terminal Bonds	275,000.00	Minneapolis Union Ry. Co.
St. P. M. & M. Improvement bonds...	6,910,000.00	Montana & Great Nor. Ry.
Other stocks and bonds purchased or subscribed for:		
Stocks:		
Great Northern Ry. Co.	\$ 683,050.00	for cash and as stock subscription.
Lake Superior Terminal & Transfer Ry.	20,400.00	
Farmers' Grain & Shipping Co.....	61,025.00	
Crows Nest Pass Coal Co.	46,600.00	
	248,666.66	
Midland Ry. Co. of Manitoba	5,000.00	
Brandon, Saskatchewan & Hudson Bay Ry. Co.	45,000.00	
Crows Nest Southern Ry. Co.	120,000.00	
Vancouver, Victoria & E. Ry. & N. Co.	50,000.00	
Iowa & Great Northern Ry. Co.	500,000.00	
Victoria & Sidney Ry. Co.	98,500.00	100% paid on 960 shares 10% paid on 250 shares 50% paid on 5 shares
Victoria Terminal & Ferry Co.	250.00	
Washington Bridge Co.	14,500.00	
East Wenatchee Land Co.	11,666.66	
Bonds:		
Minnesota Transfer Ry. Co.	18,000.00	
Farmers' Grain & Shipping Co	324,000.00	
Spokane Falls & Northern 1st Mortgage	3,000.00	
Eastern Ry. of Minn., Nor. Div'n. 1st Mortgage	2,065,000.00	
The following securities disposed of during the year:		
Sioux City & Western Ry. Co.	stock	\$2,500,000.00 for cash
Butte, Anaconda & Pacific Ry.	"	90,000.00 for cash
Town of Sandness—Bonds:		
Balance June 30, 1907		\$1,592.00
Balance June 30, 1908		453.15 1,138.85
received on account of redemption of \$2,000.00 in bonds held by this company and stocks of sundry companies shown above under answer 5.		

SECOND ANNUAL REPORT

MONTANA RAILROAD.

3. Thirty-six miles of Main line from Lombard, Mont., being revised; neither alignment or grade completed.

NORTHERN PACIFIC RAILWAY.

1. Increase joint spurs		3.25 miles
2. Decrease branches not operated	4.16 miles	
Decrease spur tracks .....	.49 "	4.65 "
Net decrease in operated mileage		1.40 "
4. Agreement with Butte, Anaconda & Pacific Ry. Co. for lease of this company's railway and appurtenances between Stuart and Anaconda for 5 years from May 17, 1908, subject to six months' notice of cancellation. Rental \$10,000.00 per annum and taxes, lessee to maintain and operate property.		
7. Northern Pacific Prior Lien Bonds issued	\$1,500,000.00	
Less purchased and canceled	495,000.00	
		\$1,005,000.00
St. Paul-Duluth Division Bonds purchased and canceled	36,000.00	
Western R. R. Bonds purchased and canceled	18,000.00	
Minn. & Duluth Bonds purchased and canceled	600.00	
Car Trust Notes paid at maturity	34,036.68	
		88,636.68
8. Stocks acquired, Lake Sup. Term. & Tfr. Ry.....	\$20,400.00 par—cost	\$20,400.00
Bonds purchased, N. P. General Lien	279,000.00 " "	199,115.00
N. P.-G. N. Joint	650,000.00 " "	621,298.75
9. Subscriptions to new capital stock received during year, \$48,160,735.60.		

EMPLOYEES AND SALARIES—STATE OF MONTANA.

	B.A. & P. Ry.		C.B. & Q. R. R.		Gt. Nor. Ry.		Mont. R. R.		Nor. Pac. Ry.		O. S. L. R. R.		Y. P. R. R.	
	Number	Average Daily Compensation.	Number	Average Daily Compensation.	Number	Average Daily Compensation.	Number	Average Daily Compensation.	Number	Average Daily Compensation.	Number	Average Daily Compensation.	Number	Average Daily Compensation.
General officers	8	\$7.21	...	...	...	...	...	...	1	\$19.23	...	...	...	...
Other officers	6	7.70	...	...	...	...	...	...	11	10.60	...	...	...	...
General office clerks	7	5.08	...	...	...	...	...	...	90	2.72	...	...	...	...
Station agents	7	3.47	...	...	...	...	...	...	95	2.61	...	...	...	...
Other station men	20	3.07	...	...	...	...	...	...	326	2.21	...	...	...	...
Enginemen	25	4.99	...	...	...	...	...	...	212	5.99	...	...	...	...
Firemen	23	3.37	...	...	...	...	...	...	212	3.83	...	...	...	...
Conductors	20	4.38	...	...	...	...	...	...	196	4.10	...	...	...	...
Other trainmen	45	3.72	...	...	...	...	...	...	532	2.85	...	...	...	...
Machinists	13	4.65	...	...	...	...	...	...	232	3.29	...	...	...	...
Carpenters	10	4.03	...	...	...	...	...	...	455	2.72	...	...	...	...
Other shopmen	59	3.40	...	...	...	...	...	...	527	2.64	...	...	...	...
Section foremen	10	2.86	...	...	...	...	...	...	262	2.27	...	...	...	...
Other trackmen	103	1.99	...	...	...	...	...	...	3,424	1.64	...	...	...	...
Switch tenders, crossing tenders and watchmen	12	2.71	...	...	...	...	...	...	60	2.28	...	...	...	...
Telegraph operators and dispatchers	9	3.57	...	...	...	...	...	...	226	2.78	...	...	...	...
Employees—account floating equipment .....	...	...	...	...	...	...	...	...	...	...	...	...	...	...
All other employees and laborers	32	3.18	...	...	...	...	...	...	782	1.94	...	...	...	...
Total (including "general officers")	409	3.46	...	...	...	...	...	...	7,643	2.48	...	...	...	...
Less "general officers"	8	7.21	...	...	...	...	...	...	1	19.23	...	...	...	...
Total excluding "general officers"	401	3.38	...	...	...	...	...	...	7,642	2.48	...	...	...	...
Distribution of above—														
Maintenance of way and structures	127	2.47	...	...	...	...	...	...	4,708	1.87	...	...	...	...
Maintenance of equipment	80	3.78	...	...	...	...	...	...	1,111	2.51	...	...	...	...
Traffic expenses	2	5.92	...	...	...	...	...	...	17	3.68	...	...	...	...
Transportation expenses	190	3.71	...	...	...	...	...	...	1,725	3.32	...	...	...	...
General expenses	10	5.48	...	...	...	...	...	...	82	3.09	...	...	...	...

The O. S. L. R. R. and Y. P. R. R. did not furnish figures.

TRAFFIC AND MILEAGE STATISTICS—STATE OF MONTANA.

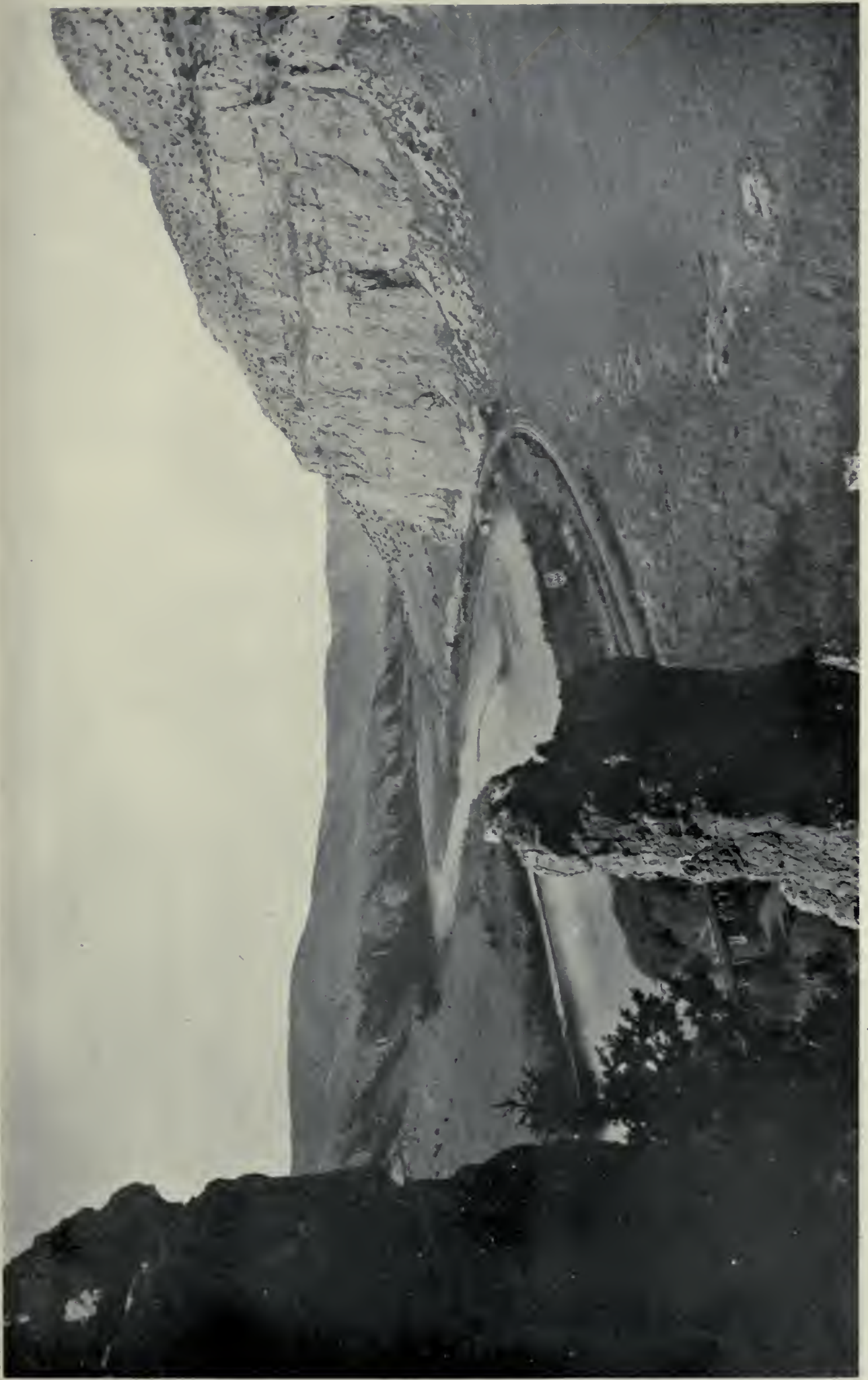
	B.A.&P.Ry.	C.B.&Q.R.R.	*Gt. Nor. Ry.	Mont. R. R.	*Nor. Pac.Ry.	O.S.L.R.R.	Y. P. R. R.
Passenger Traffic:							
Number of passengers carried earning revenue	191,901	.....	598,164	73,224	1,322,987	.....	3,630
Number of passengers carried one mile	3,613,756	.....	77,832,663	3,850,235	216,665,232	.....	39,930
Number of passengers carried one mile per mile of road	51,855	.....	60,774	466	155,650	.....	1,815
Average distance carried—miles	18.83	.....	130.12	52.58	163.77	.....	11.00
Total passenger revenue	\$100,111.75	.....	\$1,905,580.71	\$168,100.29	\$5,058,906.17	.....	\$1,814.80
Average amount received from each passenger	\$5217	.....	\$3,1857	\$2,30936	\$3,82385	.....	\$50
Average receipts per passenger per mile	\$0277	.....	\$0245	\$04366	\$02335	.....	\$04545
Total passenger service train revenue ..	\$112,817.60	.....	\$2,494,458.81	\$200,366.39	\$5,793,697.50	.....	\$1,814.80
Passenger service train revenue per mile of road	\$1,618.85	.....	\$1,947.76	\$1,276.22	\$4,162.14	.....	\$82.49
Passenger service train revenue per train mile	\$1.355	.....	\$1.5366	\$2.33939	\$2.29394	.....	\$0.08916
Freight Traffic:							
Number of tons carried of freight earning revenue	3,179,326	.....	3,385,421	196,314	4,167,397	.....	168,372
Number of tons carried one mile	79,326,792	.....	1,188,183,043	16,937,724	1,720,466,768	.....	4,153,116
Number of tons carried one miles per mile of road	1,138,280	.....	927,775	107,884	1,235,968	.....	166,124
Average distance haul of one ton—miles ..	24.95	.....	350.97	86.28	412.84	.....	24.66
Total freight revenue	\$710,633.22	.....	\$8,609,125.99	\$553,957.34	\$14,154,827.62	.....	\$90,467.04
Average amount received for each ton of freight	\$22352	.....	\$2,543	\$2,82179	\$3,39656	.....	\$53730
Average receipts per ton per mile	\$00896	.....	\$00725	\$03271	\$00823	.....	\$02178
Freight revenue per mile of road	\$10,197.35	.....	\$6,722.31	\$3,528.39	\$10,168.70	.....	\$3,618.68
Freight revenue per train mile	\$4,32909	.....	\$3,62965	\$4,75418	\$3,96193	.....	\$4,44664
Total Traffic:							
Operating revenues	\$884,027.80	.....	\$11,199,222.12	\$759,038.35	\$20,109,367.06	.....	\$93,274.71
Operating revenues per mile of road	\$12,685.15	.....	\$8,744.74	\$4,834.64	\$14,446.38	.....	\$3,109.16
Operating revenues per train mile	\$3,57323	.....	\$2,89722	\$3,49410	\$3,40266	.....	\$4,58465
Operating expenses	\$650,400.62	.....	\$7,914,195.38	\$375,710.45	\$12,334,064.00	.....	\$58,937.75
Operating expenses per mile of road	\$9,332.77	.....	\$6,179.68	\$2,393.06	\$8,860.68	.....	\$1,964.59
Operating expenses per train mile	\$2,62891	.....	\$2,04739	\$1,72952	\$2,08702	.....	\$2,89691
Net operating revenue (or deficit)	\$233,627.18	.....	\$3,285,026.74	\$383,327.90	\$7,775,303.06	.....	\$34,336.96
Net operating revenue (or deficit), per mile of road	\$3,352.38	.....	\$2,565.06	\$2,441.58	\$5,585.70	.....	\$1,144.56

TRAFFIC AND MILEAGE STATISTICS—STATE OF MONTANA—(Continued).

	B.A. & P.Ry.	C.B. & Q.R.R.	*Gt. Nor. Ry.	Mont. R. R.	*Nor. Pac. Ry.	O. S. L. R. R.	Y. P. R. R.
Average number of passengers per car mile	15.58	.....	7.	12.	13.	.....	.....
Average number of passengers per train mile	43.41	.....	47.	39.	86.	.....	.....
Average number of passenger cars per train mile	2.78	.....	6.71	3.16	6.82	.....	.....
Average number of tons of freight per loaded car mile	45.47	.....	19.02	16.42	20.00	.....	34.61
Average number of tons of freight per train mile	483.25	.....	480.67	145.36	481.56	.....	204.13
Average number of freight cars per train mile	20.99	.....	35.09	14.06	29.80	.....	10.80
Average number of loaded cars per train mile	10.62	.....	26.33	8.85	24.08	.....	5.89
Average number of empty cars per train mile	9.92	.....	7.71	4.03	4.78	.....	3.91
Average mileage operated during year..	69.69	.....	1,280.68	157.00	1,392.00	.....	30.00
Locomotive Miles:							
Revenue service	389,736	.....	4,701,361	241,086	7,826,969	.....	20,345
Non-revenue service	7,248	.....	353,548	35,886	467,979	.....	.....
Car Mileage, Revenue Service:							
Total freight car miles	3,446,304	.....	83,022,646	1,638,178	106,453,707	.....	219,895
Total passenger car miles	231,844	.....	10,884,158	311,454	17,211,226	.....	.....
Total special car miles	852	.....	30,292	11,674	21,771	.....	.....
Total in revenue service	3,679,000	.....	93,937,096	1,961,620	123,686,704	.....	219,895
Non-revenue service car miles	20,512	.....	4,379,475	252,300	1,116,395	.....	.....
Train Mileage, Revenue Service:							
Freight train miles	164,153	.....	2,238,734	116,520	3,381,340	.....	.....
Passenger train miles	83,250	.....	1,490,169	98,512	2,334,283	.....	20,345
Mixed train miles .....	.....	.....	133,158	.....	191,367	.....	.....
Special train miles .....	.....	.....	3,445	2,202	2,906	.....	.....
Total revenue train mileage	247,403	.....	3,865,506	217,234	5,909,896	.....	20,345
Non-revenue service train miles	2,500	.....	350,007	36,402	446,036	.....	.....

Figures not furnished by C. B. & Q. R. R. and O. S. L. R. R.

* Figures include apportionment to State of Montana on interstate traffic.



Picture Rock on the Missouri River below Three Forks, On the Line of the Northern Pacific Ry.

Part VII.
Miscellaneous.

ORGANIZATION OF BOARD.

Election: At the general election held in November 1908, there were elected three commissioners for said Board, E. A. Morley of Silver Bow County for two year term, B. T. Stanton of Gallatin County for four year term, and Dan Boyle of Park County, for six year term, in accordance with Section One, Paragraph Two, Chapter 37, Laws of 1907. E. A. Morley and B. T. Stanton succeeding themselves, Dan Boyle succeeding Nathan Godfrey. Said Commissioners, duly elected and qualified in the manner provided by law, took office on the fourth day of January, 1909, being the first Monday in January, next after their election.

Organization: Pursuant to section five of the Railroad Commission law of the State of Montana, the Board regularly met on the fourth day of January, 1909, and organized by electing E. A. Morley as Chairman, and appointing R. F. McLaren of Carbon County as Secretary, Oliver W. Tong, S. M. Ross, and Miss Alma Mohr were respectively reappointed as rate clerk, inspector and stenographer.

TARIFFS.

Under the Rules and Regulations of this Department, it is required that authority of the Commission be obtained before any tariffs, supplements or amendments thereto shall be issued, such authority to be obtained by submitting proof copy of the proposed issue, or in case of emergency or necessity communication may be made by letter or by wire, as the urgency of the matter under consideration may require, and such tariffs, supplements or amendments will become effective twenty days from date of such authorization, except that the Commission may name an earlier date on which certain issues may take effect.

In accordance with the above practice it will be observed that no change in the existing tariffs or schedules can be made until the proposed reduction or advance in rates or change in rules and regulations has been passed upon by the Board and by them approved. Bulletin is issued monthly giving reference to authorizations of the Commission for the preceding thirty days, and copy sent to all who have requested their names placed upon our mailing list. This bulletin does not attempt to go into the details of tariffs, etc., but simply serves as an index to changes in rates, rules, etc., for the information of shippers or consignees who are interested and enables such to obtain from the railroad companies copies of the tariffs, etc., therein referred to, so that their own files will always be complete and up to date.

In our annual report for 1908 a list of all tariffs, supplements, rules, regulations, etc., as herein referred to, was published in detail, and to reprint the monthly bulletins for the past fifteen months in this report would consume approximately forty pages, and at the same time would not be of interest except to subscribers to the bulletin which they already have on file. Hence that section of annual report has been eliminated, and any person who desires to be informed from time to time of any and all changes in freight tariffs, applying on Montana State business, may do so by requesting their names placed upon the bulletin mailing list, copy of which will be gladly furnished.

It should be understood, however, that the Commission is not furnished with copies of tariffs, etc., for distribution, one copy only being placed on file with this Department, but the bulletin herein referred to contains full reference to such issues which may be had upon application to the Railroad Companies thereto.

CAR SERVICE AND DEMURRAGE.

Perhaps no more serious a condition confronts the carriers of the country, and likewise the public in general, than the periodical "car shortage" with which to move the traffic offered for transportation. Every shipper and consignee in all parts of the United States has at times felt the effect of the scarcity of cars, and in fact it has become so serious during certain seasons of the year, that many industries have been compelled to suspend operations.

Our first impulse would naturally be to call upon the railroad companies to build more equipment to take care of the increased shipments. This the railroad companies have done and are now doing. Thousands of new cars of increased capacity are annually added to the rolling stock of the various roads, and in this respect the carrier companies have done their part to cope with the situation.

It has been alleged that the car shortage question is in no small measure due to the detention of equipment by shippers and consignees, in many parts of the country, where the free time allowed for loading or unloading under the demurrage rules of the various states is greatly in excess of the actual time required under ordinary conditions. The free time allowed for the loading or unloading of cars is fixed in some states by statute, in others by the Railroad Commission, and varies greatly, some states having as high as ninety-six hours. There is no doubt that the position taken by the railroad companies against protracted free time deserves the most careful consideration by every patron of the company, and it will at once be obvious that we are standing in our own light if by demanding a period of free time for the release of cars greater than is absolutely necessary, we are fostering a much more serious condition by precipitating a universal shortage of equipment which means many times the one dollar per car per day demurrage.

This question is not a local one in Montana; on the contrary it extends to every state in the union. Undue detention of cars in Maine effects the situation in California, thus it would appear that there should be uniformity in the car service and demurrage rules, and to this end the twentieth annual convention of the National Association of Railway Commissioners at Washington a year ago, appointed a committee consisting of one repre-

sentative from the railway commission of each state, and a representative from the Interstate Commerce Commission, to frame a uniform code of deurrage rules to be applicable alike on state and interstate transportation, for presentation to the National Association at its twenty-first annual convention in November, 1909. This was done, and the code submitted at that time was adopted by a majority vote, although there were many strenuous objections raised and ably expounded by the members of the minority. The code, together with a portion of the committee's report to the Convention is printed herewith, urging as you will observe, its adoption in all states and its application on interstate traffic.

Report of the Committee:

Practicability of Uniform Rules.

"Perhaps we should state that a number of protests have been registered against the effort to frame a uniform demurrage code. It has been earnestly contended that lack of uniformity in traffic conditions throughout the country precludes uniformity in car-service regulations. That there are obstacles in the way of complete uniformity must be frankly conceded. For instance, we have not attempted to make provision for uniform free time on export freight; the proposed rules expressly leave that problem in the carriers' hands. Your committee felt that it was not sufficiently informed as to the situation at the various ports to deal with the question intelligently in this report, but we are nevertheless convinced that it should be seriously considered in the near future. It is evident that car efficiency may be greatly promoted and a larger measure of justice done to shippers by standardizing and, in general, materially curtailing the free time allowed on export freight.

It may safely be asserted that traffic conditions throughout the United States do not differ to such an extent as to necessitate a diversity in demurrage rules. There seems to be no good reason for allowing more time for loading and unloading freight in New England than is allowed in Texas or California; the time allowed for reconsignment at St. Louis should be sufficient to meet the needs of Chicago. From the transportation point of view, the necessities of consignors and consignees are virtually the same the country over. The real problem arising in this connection is the adjustment of demurrage rules to the varying needs of shippers and receivers within a single community. Take, for

instance, the case of two dealers in coal—one of them receiving trestle delivery within his yard, while the other must haul from public team tracks. The time required by the former for unloading coal is by no means sufficient for his competitor—the rules must be adapted to the needs of both. This case is fairly typical of those which are relied upon to demonstrate the alleged impracticability of securing uniformity in demurrage rules. The problem is obviously local—one which arises in every individual community where uniformity is altogether necessary. Your committee is firmly of opinion that substantial uniformity in car-demurrage rules throughout the United States is not only feasible but highly desirable. As the case now stands, not only are there wide differences between the tariffs of the various demurrage bureaus, but in some states the rules governing intrastate business are totally distinct from those applying on interstate traffic. In a day when all parts of the traffic world have become so closely inter-related it is difficult to understand how existing conditions can find a champion.

Reciprocal Demurrage.

Suggestions have been received from several sources that provision be made for so-called "reciprocal demurrage." These suggestions have proceeded along two lines: (1) That a penalty be imposed upon carriers for failure to furnish cars for loading within a given time after order is placed; (2) that penalty be imposed for unreasonable delay in the movement of freight.

The demand for reciprocal demurrage is a logical outgrowth of the failure of carriers in certain portions of the United States to do their full duty. A shipper who has suffered losses through inability to get cars when needed finds it difficult to understand why the carrier should not be penalized for its defaults. Be the merits of reciprocal demurrage what they may, there seemed to be good reason for declining to take up the question at this time. First, we substantially agreed as to the necessity for uniform car-service rules, but were not a unit as to the desirability or practicability of reciprocal demurrage. Second, consideration of this question would render impossible a report on car service at the present session of the association. Third, most of the state commissions, as well as the Interstate Commerce Commission, have not been vested with power to put reciprocal demurrage into effect. Fourth, the carriers will not voluntarily subject themselves to reciprocal demurrage rules; if, therefore, the

reciprocal plan were to be linked indissolubly with the demurrage code, the movement for uniformity would fail in its inception. Fifth, this committee was directed by the association to frame a demurrage code—that is, a code or schedule of the charges made by the carriers for the use of cars, together with the rules and regulations which determine the application of the charge. Reciprocal demurrage rules do not relate to the carrier's charge; properly speaking they are not demurrage rules, but laws, enacted with a view to insuring complete fulfillment of the carriers' public obligations. So understood it seems clear that reciprocal demurrage is not within the scope of the authority conferred upon us.

For these, among other reasons, the committee decided unanimously to confine its attention to the question of demurrage proper. In order to guard against misapprehension, we take occasion to say that our action is not to be construed as having any bearing upon the merits of reciprocal demurrage; the adoption of the proposed rules would be in no wise inconsistent with legislation imposing penalties upon carriers for their delinquencies. We decide only that that question is independent of the work in hand.

In executing the task assigned to us, we have borne in mind that the chief object of demurrage is car efficiency. We have endeavored to regard the reasonable requirements of shippers as well as carriers; we have tried to be practical without sacrificing principle; we have sought to establish safeguards against discrimination; we have attempted to make the rules clear and definite, in order that they may not be susceptible of misconstruction. We have not strayed far from beaten paths, yet have not hesitated to make innovations when satisfied as to their propriety. Without further introduction, we place our proposed uniform demurrage code before you, conscious that the merits of some of its provisions are open to argument and realizing that time may reveal unexpected defects. We ask your indorsement of these rules, and bespeak for them a fair and friendly trial at the hands of carriers and the shipping public.

Proposed Demurrage Rules.

Rule 1.—Cars Subject to Rules.

Cars held for or by consignors or consignees for loading, unloading, forwarding directions, or for any other purpose, are subject to these demurrage rules, except as follows:

(a) Cars loaded with live stock.

(b) Empty cars placed for loading coal at mines or mine sidings, or coke at coke ovens.

(c) Empty private cars stored on carrier's or private tracks, provided such cars have not been placed or tendered for loading on the orders of a shipper.

Note.—Private cars while in railroad service, whether on carrier's or private tracks, are subject to these demurrage rules to the same extent as car of railroad ownership.

(Empty private cars are in railroad service from the time they are placed by the carrier for loading or tendered for loading on the orders of a shipper. Private cars under lading are in railroad service until the lading is removed and cars are regularly released. Cars which belong to an industry performing its own switching service are in railroad service from the time they are placed by the industry upon designated interchange tracks and thereby tendered to the carrier for movement. If such cars are subsequently returned empty they are out of service when withdrawn by the industry from the interchange; if returned under load, railroad service is not at an end until the lading is duly removed.)

Rule 2.—Free Time Allowed.

(a) Forty-eight hours (two days) free time will be allowed for loading or unloading on all commodities.

(b) Twenty-four hours (one day) free time will be allowed.

1. When cars are held for reconsignment or switching orders.

2. When cars destined for delivery to or for forwarding by a connecting line are held for surrender of bill of lading or for payment of lawful freight charges.

3. When cars are held in transit and placed for inspection or grading.

(c) Cars containing freight for transshipment to vessel will be allowed such free time at the ports as may be provided in the tariffs of the carriers.

Rule 3.—Computing time.

Note.—In computing time Sundays and legal holidays (national, state, and municipal) will be excluded. When a legal holiday falls on a Sunday, the following Monday will be excluded.

(a) On cars held for loading, time will be computed from the first 7 a. m. after placement on public-delivery tracks.

(b) On cars held for orders, time will be computed from the first 7 a. m. after the day on which notice of arrival is sent to consignee. On cars held for unloading, time will be computed from the first 7 a. m. after placement on public-delivery tracks

and after the day on which notice of arrival is sent to consignee.

(c) On cars containing freight in bond time will be computed from the first 7 a. m. after permit to receive goods is issued to consignees by United States collector of customs.

(d) On cars containing freight subject to state inspection time will be computed from the first 7 a. m. after inspection by state officials.

(e) On cars to be delivered on any other than public-delivery tracks time will be computed from the first 7 a. m. after actual or constructive placement on such tracks. See rule 4 (Notification) and rules 5 and 6 (Constructive placement).

(f) On cars to be delivered on interchange tracks of industrial plants performing their own switching service time will be computed from the first 7 a. m. following actual or constructive placement on such interchange tracks until return thereto. See rule 4 (Notification) and rules 5 and 6 (Constructive placement). Cars returned loaded will not be recorded released until necessary billing instructions are given.

Rule 4.—Notification.

(a) Consignee shall be notified by carrier's agent in writing, or as otherwise agreed to by carrier and consignee, within twenty-four hours after arrival of cars and billing at destination, such notice to contain point of shipment, car initials and numbers, and the contents, and, if transferred in transit, the initials and number of the original car. In case car is not placed on public-delivery track within twenty-four hours after notice of arrival has been sent, a notice of placement shall be given to consignee.

(b) When cars are ordered stopped in transit the party ordering the cars stopped shall be notified upon arrival of cars at point of stoppage.

(c) Delivery of cars upon private or industrial interchange tracks, or written notice to consignee of readiness to so deliver, will constitute notification thereof to consignee.

Rule 5.—Placing Cars for Unloading.

(a) When delivery of cars consigned or ordered to private or industrial interchange tracks can not be made, on account of the act or neglect of the consignee, or the inability of consignee to receive, delivery will be considered to have been made when the cars were tendered. The carrier's agent must give the consignee written notice of all cars he has been unable to deliver because

of the condition of the private or interchange tracks or because of other conditions attributable to consignee. This will be considered constructive placement. See rule 4 (Notification).

(b) When delivery can not be made on specially designated public delivery tracks, on account of such tracks being fully occupied, or from other cause beyond the control of the carrier, the delivery will be made at the nearest available point accessible to the consignee and the consignee so notified.

Rule 6.—Cars for Loading.

(a) Cars for loading will be considered placed when such cars are actually placed or held on orders of the consignor. In the latter case the agent must give the consignor written notice of all cars which he has been unable to place because of condition of the private track or because of other conditions attributable to the consignor. This will be considered constructive placement.

(b) When empty cars, placed for loading on orders, are not used, demurrage will be charged from the first 7 a. m. after placing or tender until released, with not time allowance.

Rule 7.—Demurrage Charge.

After the expiration of the free time allowed, a charge of \$1 per car per day, or fraction of a day, will be made until car is released.

Rule 8.—Claims.

No demurrage charges shall be assessed under these rules for detention of cars through causes named below. If, through error, demurrage charges are assessed or collected under such conditions, they shall be promptly canceled or refunded by the carrier.

Causes.

(a) Weather interference.

1. When the condition of the weather during the prescribed free time is such as to make it impossible to employ men or teams in loading or unloading, or impossible to place freight in cars, or to move it from cars, without serious injury to the freight.

2. When shipments are frozen so as to prevent unloading during the prescribed free time, or when, because of high water or snowdrifts, it is impossible to get to cars for loading or unloading during the prescribed free time.

(b) Bunching.

1. Cars for loading.—When, by reason of delay or irregularity of the carrier in filling orders, cars are bunched and placed for loading in accumulated numbers in excess of daily orders. The shipper shall be allowed such free time for loading as he would have been entitled to had the cars been placed for loading as ordered.

2. Cars for unloading or reconsigning.—When, as a direct result of the act or neglect of carriers, cars destined for one consignee, at one point, and transported via the same route, are bunched in transit and delivered in accumulated numbers in excess of daily shipments, claim to be presented to the carrier's agent before the expiration of the free time. The consignee shall be allowed such free time as he would have been entitled to had the cars been delivered in accordance with the daily rate of shipment.

(c) Demand of overcharge.

When the carrier's agent demands the payment of transportation charges in excess of tariff authority.

(d) Delayed or improper notice by carrier.

Note.—When notice has been given in substantial compliance with the requirements as specified by the rules, the consignee shall not thereafter have the right to call in question the sufficiency of such notice unless within twenty-four hours after receiving the same he shall serve upon the delivering carrier a full written statement of his objections to the sufficiency of said notice.

(e) Railroads errors or omissions.

Rule 9.—Average Agreement.

When a shipper or receiver enters into the following agreement, the charge for detention to cars, provided for by rule 7, on all cars held for loading or unloading by such shipper or receiver shall be computed on the basis of the average time of detention to all such cars during each calendar month, such average detention to be computed as follows:

(a) A credit of one day will be allowed for each car released within the first twenty-four hours of free time. A debit of one day will be charged for each twenty-four hours or fraction thereof that a car is detained beyond the first forty-eight hours of free time. In no case shall more than one day's credit be allowed on any one car, and in no case shall more than (7) days' credits be applied in cancelation of debits accruing on any one car.

(b) At the end of the calendar month the total number of

days credited will be deducted from the total number of days debited, and \$1 per day charged for the remainder. If the credits equal or exceed the debits, no charge will be made for the detention of the cars, and no payment will be made to shippers or receivers on account of such excess of credits, nor shall the credits in excess of the debits apply to any other month.

(c) Credits earned on cars belonging to one class of equipment shall not be used in offsetting debits accruing on cars belonging to a different class of equipment. For the purpose of applying this provision, cars shall be deemed to consist of two classes: (1) Box cars, including refrigerator cars; (2) freight cars of all other descriptions.

(d) A shipper or receiver who elects to take advantage of this average agreement shall not be entitled to cancellation or refund of demurrage charges under sections a and b of rule 8.

(e) A shipper or receiver who elects to take advantage of this average agreement may be required to give sufficient security to the carrier for the payment of balances against him at the end of each month.

Agreement.

To Railroad Company:

In accordance with the terms of rule 9 of the
Car Service Association reading as follows:

(Insert rule 9 in agreement).

I (or we) do expressly agree with the above-named railroad company that I (or we) will make prompt payment of all car-service charges accruing in accordance with such rule during the continuance of this agreement on cars held for loading or unloading by me (or us) or on my (or our) account at station of the above-named railroad company. This agreement is to take effect, 190..., and to continue until terminated by thirty days' written notice to the railroad company.

.....
Approved and accepted by and on behalf of the above-named railroad company by

Discussion of Rules.

Doubtless it will be well to take up each rule individually with a brief explanation of the reasons leading to its adoption.

Rule 1.—Cars Subject to Rules.

Cars Subject to Rules.

Cars held for or by consignors or consignees for loading, unloading, forwarding directions, or for any other purpose, are subject to these demurrage rules, except as follows:

- (a) Cars loaded with live stock.
- (b) Empty cars placed for loading coal at mines or mine sidings, or coke at coke ovens.
- (c) Empty private cars stored on carrier's or private tracks, provided such cars have not been placed or tendered for loading on the orders of a shipper.

Note.—Private cars while in railroad service, whether on carrier's or private tracks, are subject to these demurrage rules to the same extent as cars of railroad ownership.

(Empty private cars are in railroad service from the time they are placed by the carrier for loading or tendered for loading on the orders of a shipper. Private cars under lading are in railroad service until the lading is removed and cars are regularly released. Cars which belong to an industry performing its own switching service are in railroad service from the time they are placed by the industry upon designated interchange tracks and thereby tendered to the carrier for movement. If such cars are subsequently returned empty, they are out of service when withdrawn by the industry from the interchange; if returned under load, railroad service is not at an end until the lading is duly removed.)

Cars Subject to Rules.

We start out with the broad proposition that all cars in railroad service are subject to the demurrage rules. To this proposition there are no exceptions. At first blush this last assertion may appear inexplicable, in view of the three express exceptions to the introductory statement, but a little reflection will make it clear that these exceptions are only apparent. Cars loaded with live stock are excepted because, practically speaking, such cars are never detained beyond the free time. It is in every respect to the interest of live-stock receivers to unload promptly. In some of the great live-stock markets where several thousand cars are received in a single day, the application of demurrage rules would entail a vast burden of accounting without any advantage in the way of securing prompt release of equipment. Section (a), therefore, is not intended to create a favored class, but is adopted

because, under the circumstances contemplated, demurrage is unnecessary.

For somewhat analogous reasons section (b) excepts cars placed for loading coal at mines or mine sidings and coke at coke ovens. In the chief coal and coke producing districts it has been found that car detention can be dealt with much more effectively through car distribution rules than by demurrage regulations. In fact, the application of demurrage rules would make directly for car delay rather than for car efficiency. Here again the exception is purely nominal.

The code, as considered at the public hearing, contained a further exception to rule 1, reading as follows:

Cars loaded with company material for use of, and consigned to, the railroad company in whose possession the cars are held.

This provision was tentatively incorporated in the code because of the obvious futility of requiring a carrier to charge itself for its own defaults. The section has now been eliminated because of our conviction that the situation to which it applies should properly be covered by instructions to carriers' agents. When a carrier hauls a car loaded with material intended for its own use, no charge is assessed, for the carrier's status is not that of a shipper, nor is the transaction a shipment in the ordinary commercial sense; and when the car so employed in the carrier's service is detained at destination, it is not "held by a consignee" in the sense in which the words are used in these rules, and is, therefore, not subject to the demurrage charge.

Cars Not in Service.

Section (c) is not an exception to the rule—it should rather be styled an explanatory statement. The purpose of demurrage is to prevent the undue detention of cars which are in active railroad service. This being so, it would seem to be unnecessary to explain that cars which are not in service are not subject to demurrage. Railroad cars stored on railroad sidings are not "held for or by consignors or consignees," and are therefore excepted by the terms of the introductory clause. Private cars when temporarily out of service should have the same status as railroad cars. We have thought it advisable to make specific provision for their exemption because commissions have in many instances been called upon to adjust controversies arising from the assessment of demurrage charges upon private cars which were "parked" for an indefinite period upon the carriers' storage

tracks at the end of the shipping season. Doubtless a certain track-storage charge might properly be made for the use of the carriers' rails under these conditions, but there is clearly no basis for the collection of demurrage.

It will be observed that the rules do not exempt railroad cars which are stored on private tracks. Your committee believes that the exemption of cars from demurrage under such circumstances would be extremely unwise. It is a more or less popular practice on the part of large industries which perform their own switching service to "capture" cars received under lading and hold them for their own purposes. Such cars are recorded released by the carriers' agents when notice is received that they have been unloaded and placed upon storage tracks; thenceforth they may be held indefinitely for prospective loading, or may be employed in what is known as "intermill service." In either case it is clear that the practice represents an abuse of railroad equipment and gives the industry an altogether unwarranted advantage over the carriers' other patrons. Beyond all doubt the only safe course for the carriers to follow is that provided in section (f) of rule 3. Cars should not be recorded released until returned by the industry to designated interchange tracks.

Private Cars.

The note to section (c) is our unequivocal reply to the demand that private cars be accorded special privileges and immunities. The utterly chaotic condition in which we find the private-car problem calls for a careful and dispassionate inquiry into fundamental principles. Beyond all doubt the present confusion is to be charged directly to what a distinguished railroad official naively terms "those exceedingly indefinite arrangements between carriers and shippers respecting the employment of private cars." It is a standing reproach to the railroad world that these contracts for the use of private cars should be so indefinite that the parties can dispute endlessly as to their terms. In this connection reference is made to the record of the public hearing, pages 15 to 32, inclusive. The situation would be ridiculous were it not so fraught with evil. Your committee is agreed that the carriers' regularly published tariffs should set forth in detail the terms under which private cars will be employed; and they should expressly stipulate that private cars, while in railroad service, shall be subject to the same demurrage rules as the carriers' regular equipment. The adoption of such a course would mean

the passing of this phase of the private-car question and would bring incidental advantages outside the limits of our present inquiry.

The report made by the Committee on Car Distribution and Car Shortage to this association at its last session contained a review of the recent decisions touching car distribution in time of shortage. The position taken by the courts and the Interstate Commerce Commission was epitomized as follows:

It is the carrier's duty to furnish all facilities of transportation, and it can not permit the presence of any equipment upon its line to work a discrimination as between shippers.

That this is, and ought to be, the law will scarcely be disputed. Here, then, is the criterion by which the merits of any private car rule must be determined. Surely this association can not give its sanction to any rule which fails to meet the test.

It is suggested that private cars be exempt from demurrage under all conditions. This would permit the indefinite detention of private cars on public as well as on private sidings. It would mean terminal congestion for which the carrier would have no remedy; it would mean great loss in car efficiency generally; it would put a premium upon the use of private cars, and would work greatly to the disadvantage of those who ship or receive freight in railroad cars. It needs no argument to demonstrate that this proposal flatly contravenes our guiding principle.

For these same reasons the suggestion that private oil-tank cars be exempt from demurrage must be condemned. While it is true that the use of oil-tank cars is somewhat restricted, this fact does not alter their legal status.

It is urged that private cars be exempt when standing on private sidings. If this suggestion were adopted, the coal dealer who derives his supply from mines which ship in private equipment could hold cars for days if need be and team directly to his customers, while his competitor who is served by railroad cars must unload promptly or suffer the demurrage penalty. The rule not only gives an unlawful advantage to the consignee who receives his freight in cars of private ownership, but, by putting a premium upon the use of private cars, unduly prefers the consignor. It will be observed that this fault is not cured by defining private cars as "cars used for the transportation of commodities which the owners of the cars produce, or in which they deal."

It is next suggested that private cars on private sidings be

exempt from demurrage when the owners of the cars give their consent. This suggestion has all the vices of the one preceding it with an additional fault peculiarly its own—it puts it within the power of the car owner to discriminate as between consignees. It is only too evident that we are still far from a correct basis.

The rule which meets with the favor of carriers generally, and is supported by not a few private car lines, exempts private cars from demurrage when standing upon the private sidings of their owners. The general and earnest support that this rule enjoys entitles it to more than passing consideration. Let it be assumed that an oil company, employing its own cars, makes a shipment to itself in a city where it has a private siding. A second oil company, likewise using its own rolling stock, ships a carload of oil to the same city, consigned to a dealer who has private siding. A third shipment is made in a car of railroad ownership. Under the rule now being considered, only the first of these cars would be free from demurrage; its owner could hold it indefinitely as a storehouse or a place of business, while the consignees of the other cars are subject to the regular rules. Can there be any question that this is discrimination—a plain violation of the requirement that he who ships or receives freight in a private car shall enjoy no advantages over him who is dependent upon railroad equipment?

The failure of the rule to meet the test shows that a fault must exist, but perhaps does not clearly reveal the precise nature of the fault. In all good faith the private car owner asserts his right to keep his car upon his own track as long as he desires; he even claims the right to hold his car indefinitely on any private siding, provided the owner of the latter consents, and denies the carrier's right to collect a charge. There is a direct and conclusive answer to this contention; When a private car is employed by a carrier, in lieu of its own equipment, as an instrumentality of transportation, it is thenceforth not a private car, but a railroad car; it does not regain its status as a private car until, after transportation is concluded, it leaves the carrier's service.

The error into which the private car owner has fallen is to be laid to the fact that he confuses the two distinct relations which he sustains to the carrier. The contract under which the car enters the carrier's service is a thing altogether apart from the carrier's undertaking to transport the owner's freight. In the one case the car owner, by supplying an instrumentality of trans-

portation, assists the carrier to discharge its public function; in the other his status is that of an ordinary consignor or consignee. Once the car is placed for loading, it is under lease to the carrier for the trip—in passing we may remark that the form of compensation agreed upon is immaterial—and the owner can not be heard to assert any interest in the car until the lease is determined by the withdrawal of the car from service. In brief, the car owner can claim no advantage as a shipper that would not accrue to him if the car were owned by a different person having no interest in the freight. This is but a restatement of the cardinal principle, but reiteration is perhaps to be pardoned if only it will serve to hold us to our proper course.

“But,” it is asked, “what service is the carrier giving when it owns neither car nor track?” We may observe that the question would be equally pertinent if the car were owned by a private individual who is neither consignor nor consignee; it would be equally pertinent if the car were a foreign railway car in anteper-diem days. In either of these latter cases the carrier’s right to enforce its regular demurrage rules in order that the car might be available for further service, or be returned home, could hardly be challenged. The query has already been answered—every car in railroad service is a railroad car. The carrier, therefore, gives the same service when a so-called “private” car is detained as it does when a consignor or consignee detains a car of undisputed railroad ownership.

It would be idle to catalogue all the suggestions that have come to hand with relation to the private car problem. Suffice it to say that we have given them all careful consideration. The one rule which we find unassailable on principle and nondiscriminatory in practical application is that which makes all cars in railroad service, irrespective of ownership, subject equally to the demurrage rules. It will be observed that the position which we have taken is strongly reenforced by the definition of “transportation” in the first section of the act to regulate commerce.

The term “transportation” shall include cars and other vehicles and all instrumentalities and facilities of shipment or carriage, irrespective of ownership or of any contract, express or implied, for the use thereof. * * *

Even if the private car owner is unwilling to acknowledge the validity of this principle, surely he has small ground for complaint if placed under the same obligation as all other consignors

and consignees to load and unload cars within a reasonable time.

We have undertaken to define the words "in railroad service" in order to obviate the difficulties that would inevitably arise if the code were silent on the question. It seems certain that cars are appropriated to railroad service from the time of placement for loading. It seems equally clear that cars under lading are in railroad service until unloaded and regularly released. A slightly different rule must be adopted to fit the case of the industry performing its own switching service. The carrier can have no means of knowing when the industry places its cars for loading; doubtless such cars can not be considered appropriated to the carrier's service until placed by the industry upon the interchange tracks. If subsequently returned empty, they are out of service when withdrawn by the industry from the interchange; if returned under load, they are employed in a new and distinct service which is not at an end until the lading is duly removed.

Rule 2.—Free Time Allowed.

(a) Forty-eight hours (two days) free time will be allowed for loading or unloading on all commodities.

(b) Twenty-four hours (one day) free time will be allowed:

1. When cars are held for reconsignment or switching orders.
2. When cars destined for delivery to or for forwarding by a connecting line are held for surrender of bill of lading or for payment of lawful freight charges.
3. When cars are held in transit and placed for inspection or grading.

(c) Cars containing freight for transshipment to vessel will be allowed such free time at the ports as may be provided in the tariffs of the carriers.

Free Time Allowed.

The carriers' patrons are entitled to a reasonable time for loading and unloading freight, as well as for the enjoyment of any transportation privilege allowed by the carriers' tariffs. What is "a reasonable time?" How are we to fix the period which the carrier should allow before it is justified in imposing an additional charge? It has seemed to your committee that the only rational standard is the time reasonably needed by the average consignor or consignee in order to avail himself of the carriers' service. For instance, the time allowed for unloading should be sufficient to enable a consignee, ordinarily equipped and ordinarily situated with reference to the railroad terminal, to remove the contents of a car to his place of business. This means that a consignee can not rightfully demand all the time he desires in

order to haul freight from the car directly to his customers; it means that the use of cars as storehouses or places of business should not be permitted; it means that no effort should be made to equalize the disadvantages under which shippers may labor by reason of their distance from the carrier's tracks; it means that the mere custom or convenience of the trade should not be given controlling weight. In brief, when dealing with a transportation problem, we should have regard only for transportation requirements.

This may be a strict view of the demurrage question, but we are persuaded that it is the only proper one. A desire to serve the real interests of the public, as well as a disposition to be fair to the carrier, impels us to the conclusion that a demurrage code should not be unnecessarily liberal in the matter of free time. Rules which interfere with the fullest practicable use of railroad equipment may operate in the first instance to the disadvantage of the carrier alone; in the last analysis the burden falls most heavily upon the public. Not only do such rules involve an economic loss per se, but they make directly for terminal congestion and car shortage.

We think it will be generally conceded that two days' free time for loading or unloading carload freight is amply sufficient to meet the ordinary needs of commerce. The forty-eight-hour rule prevails throughout the greater part of the country at the present time, and we have no hesitation in adopting it as the standard of the proposed uniform code.

Additional Free Time.

The problem of additional free time, which next engages our attention, is not altogether free from complication. We are asked to allow additional free time on (1) cars loaded in excess of a stipulated weight; (2) cars loaded with certain commodities; (3) cars loaded with certain commodities in excess of a stipulated weight.

We are perfectly clear that most of the exceptions that have been urged upon us are unreasonable. Three days' free time on elevator grain can not be justified on any sound transportation principle; cars loaded with cement, salt, hay, or meat in bulk can surely be unloaded within the regular forty-eight-hour period. The great burden of this demand does not represent an actual need for more than forty-eight hours of free time. In many

instances the necessities of the case will be met by a comprehensive bunching rule; in others the difficulty will be cured by a rule providing for the waiver of demurrage charges accruing by reason of inclement weather; in still others investigation develops the fact that additional time is desired because of some established method of doing business more or less fostered by the carriers themselves. Be this as it may, we feel certain that there are cases where the forty-eight-hour period is insufficient to meet legitimate needs. A coal dealer in a sparsely settled rural district may find it well-nigh impossible to unload a 50-ton car of coal at the public team tracks within forty-eight hours. Large box cars loaded with certain classes of lumber often present similar difficulties. We can not rid ourselves of the conviction, however, that the cases calling for more than forty-eight hours of free time are altogether exceptional.

We do not think it proper that this committee should be moved solely by a desire to satisfy all the demands that are made upon us, for such a course would defeat its own ends and lead to a code of rules that would entirely avoid the demurrage principle. Much as we would like to present to you a code that would please all interests—one which could never give rise to an irksome situation—we can not willingly permit these rules to be robbed of their efficiency in order to take care of the exceptional case. If an additional day were to be allowed on cars loaded in excess of a stipulated weight (e. g., 66,000 pounds) in order to meet the occasional need of the consignee who hauls from public-team track, the same concession could not be refused to consignees receiving trestle delivery; a distinction could not legally turn upon a difference in unloading facilities. Such an extension of the free time would increase car detention all over the country, especially in those districts where the tonnage is most dense and additional time least needed. For example, in parts of Pennsylvania and Ohio large quantities of coal, ore, and limestone are carried in 50-ton cars which can be dumped at destination within a few minutes after arrival. It is hardly necessary to point out that three days' free time on these cars would have a serious effect upon the available car supply. It must be remembered, further, that if the carriers' rolling stock is detained unnecessarily at the receiving end, the resulting hardship is borne at points where freight is being offered for shipment. If the farmer can not get box cars in which to send his grain or cotton to market,

the responsibility often rests with the consignee at the seaboard or in some manufacturing district. If the coal mine can not get cars to fill its orders, it is more than probable that thousands of cars loaded with coal are held in various distributing centers awaiting a favorable market. These illustrations are not hypothetical—they are drawn from everyday experience and clearly demonstrate the harm that may be done the public through the undue detention of cars.

Having considered the question of additional free time in all its phases, we are convinced that to sanction any departure from the straight forty-eight-hour principle would be a serious blunder—in attempting to cure a small evil we would call into existence a far greater one. We take this stand with the more assurance because we firmly believe that these rules will be found, in actual practice, to meet all reasonable needs. The provisions of the code are interdependent; in order to determine their full effect they must be read as a whole. When rule 2 is considered in conjunction with the weather and bunching provisions and the extremely liberal average rule, it will appear that the interests of shippers and receivers have been fully protected. The average rule provides that a credit of one day will be allowed for each car loaded or unloaded within the first twenty-four hours of free time, while a debit is charged for each day that a car is detained beyond the forty-eight hours of free time allowed by the rules. At the end of the calendar month a balance is struck and \$1 per day charged for such debits as there may be in excess of the credits. It is proper to state in this connection that the rule reported by the subcommittee rested upon a twenty-four-hour basis. The general committee decided unanimously, although against the judgment of some of the members, to substitute a forty-eight-hour average with the specific purpose of taking care of the demand for additional time. With the average rule so liberalized, the net result is a positive gain to shippers over and above rules which allow seventy-two hours on the larger cars but carry the stricter average. Commercial conditions throughout the United States warrant the assertion that the great mass of shippers and receivers will be able to take advantage of this average rule. It is available equally to the large industry handling thousands of cars and to the shipper whose operations are extremely limited. A consignee who receives but two carloads of freight within a single month may, by unloading one within the

first twenty-four hours of free time, avoid the payment of demurrage on the other car if compelled to hold it for three days. Similarly, if he receives one car for loading and another for unloading within the month, by expeditious handling of the one he may earn a credit with which to offset any debit that may accrue on the other. It is unnecessary to multiply illustrations in order to justify our confidence in the sufficiency of these rules in the matter of free time.

We do not presume to take the position that, by adopting the rules in their present form, the commissions and the carriers shall thenceforth be estopped from granting additional time on cars of a certain size or cars loaded with certain classes of freight, for it is entirely possible that time will develop the need for such exceptions. The one principle to which we give our adherence is that the free time should be fixed with reference to the actual necessities of the consignor and the consignee. If strict demurrage rules can be regarded in any respect as a hardship, it should be remembered on the other hand, that a shortage in the car supply is a far more serious one.

Reconsignment.

The same principal which determines the amount of free time to be allowed for loading and unloading fixes the time to be allowed for reconsignment. The carrier should allow only such time as may be necessary to enable the consignee to place the reconsignment order. One day is obviously sufficient for this purpose. In certain great distributing centers four and five days are allowed at the present time for reconsignment of cars loaded with coal. Such allowances are the outgrowth of keen competition between carriers, and on principle are utterly indefensible. They make it possible for the consignee to seek for customers after the arrival of shipments at the point of reconsignment; they permit the holding of cars for speculative purposes. These are undoubted advantages to the consignee, but they represent a severe tax upon the rolling stock and terminal facilities of the railroads. The traffic world has much to gain in the direction of efficiency by limiting the time for reconsignment generally to twenty-four hours.

The remaining provisions of rule 2 require nothing by way of explanation or comment.

The Industrial Rule.

At this point it will doubtless be in order to account for the disappearance of a section carried in rule 2 of the code as originally considered. We refer to the so-called "industrial rule," which is ordinarily phrased as follows:

When cars are interchanged with minor railroads or industrial plants performing their own switching service, handling cars for themselves or other parties, an allowance of twenty-four hours will be made for switching in addition to the regular time allowed for loading and unloading. If returned loaded an additional forty-eight hours' free time will be allowed.

The rule tentatively approved by the subcommittee differed from the foregoing only in the fact that minor railroads were not included. While, as we have stated, this rule was temporarily passed, our more mature deliberations lead us to the conclusion that it should have no place in a demurrage code.

The industrial rule represents the view of certain large interests that the enforcement of the regular demurrage rules against them is an impertinence. Remembering that the collection of demurrage charges from the larger industries is still somewhat of an anomaly, we are perhaps not altogether surprised that the carriers yielded to the demand for additional time. If it be true that the day of the straight rebate is well-nigh past, it is foolish to believe that we have already entered into a Utopian era. Illegal discriminations are still existent, and in peculiarly insidious forms. They frequently appear in the guise of "allowances" for various services, ostensibly performed for the carrier; but our faith in the integrity of such "allowances" is often sorely shaken when we discover that they are lineally descended from old-fashioned rebates. The field of industrial switching has its full quota of hidden preferences. At the present time the expense of switching within certain industrial plants is borne partly or entirely by the carriers; in other instances the carriers are paying the salaries of persons employed in the industries' switching service. That these practices are unlawful would seem to have been clearly established by recent decisions of courts and commissions. We believe these same decisions established the illegality of the industrial rule.

In the case of the General Electric Co., v. New York Central & Hudson River Railroad Co. et al. (14 I. C. C., 237), the Interstate Commerce Commission was asked to fix the compensation which the complainant might rightfully demand for certain ser-

vices alleged to be performed for the defendant carriers. It appears to have been the practice of the carriers to place cars consigned to the complainant upon certain storage tracks; from this point the cars were switched by the industry, with its own power, to different places within the plant, and were subsequently returned empty or under load to the interchange. These were the services for which the complainant sought compensation under section 15 of the act to regulate commerce. The commission held squarely that the industry could not recover from the carrier for the cost of switching to and from the interchange. We quote from page 244 of the report:

It (complainant) assumed charge of the work of switching cars between its storage tracks and various points within the inclosure of its plants, not because the defendants refused longer to spot cars for it or because they did not give the complainant a reasonably good service in that respect, but simply because the growth of its business to vast proportions, the multiplication of its buildings, and the extension of its switching arrangements within the inclosure required the complainant to take charge of the interior switching for itself and to exclude the defendants from its plant. And it now demands compensation for doing that which it claims the defendants are under the obligation to do, but which it does not and could not permit them to do. On that ground alone the complaint is without merit. Relief against a defendant must ordinarily be predicated upon his failure or refusal to do what he is legally bound to do and not upon the fact that the complainant has volunteered to do it for him. But aside from that suggestion, we expressly hold that carriers are under no duty to extend their transportation obligations with the extension of great industrial plants like that of complainant. They can not be called upon as part of their contract of transportation to make deliveries through a network of interior switching tracks constructed as plant facilities to meet the necessities of the industry. Their obligation as common carriers involves only a delivery and acceptance of carload shipments at some reasonably convenient point of interchange.

To the same effect in *Solvay Process Company v. Delaware, Lackawanna & Western Railroad Company* (14 I. C. C., 246).

The situation presented in these two cases is identical with that contemplated by the industrial rule. If an industry can not rightfully demand a money compensation from the carrier for switching to and from the point interchange, may it rightfully demand a time allowance? If the carrier does its full duty by placing the car at the interchange, may the industry properly claim additional time for loading or unloading because, for its own convenience, it withdraws the car from the carrier's right of way to a point within its plant before loading or unloading is

attempted? These questions seem to admit of but one answer.

The position taken by the Interstate Commerce Commission is confirmed in its entirety by the decision of the United States Circuit Court of Appeals in the case of the Chicago & Alton Railway Company v. United States (156 Fed., 558). The Chicago & Alton Railway Company operates a line of railway from Kansas City, Mo., to points east. Through the medium of the Belt Railway Company it has access to Kansas City, Kans., where the plant of the Schwarzschild & Sulzberger Company is located. The tracks of the Belt Railway Company connect directly with the private tracks of the packing company, cars being shifted to and from the plant by the Belt line. The Chicago & Alton Railway Company remitted to the packing company \$1 out of the charges collected for each car shipped, ostensibly in return for the use of the industry's tracks. The carrier was indicted and convicted under the Elkins Act, and, on writ of error to the Circuit Court of Appeals, the conviction was sustained. The court held that the private tracks which connect an industry with the rails of a carrier are plant facilities, for the use of which in switching cars to and from the plant the carrier can make no allowance. The court says:

Plaintiffs in error defend the arrangement on the ground that an interstate common carrier has the right to pay a shipper a just allowance for the use of any instrumentality furnished to the carrier by the shipper in connection with the transportation of the shipper's property. * * *

The trouble in this case, however, comes from the fact that the Alton did not take a lease of the S. & S. tracks for the purpose of discharging its undertakings as an interstate common carrier. It had undertaken to carry for all the shipping public a carload of meats from Kansas City, Kans., to New York for \$20, say. For that purpose it controlled, by means of its connections, a public highway. The S. & S. tracks were not a part of that highway. They were not used by the Alton in serving the shipping public generally. Their only use was in getting a particular shipper's freight from his own property out to the public highway. Suppose that the S. & S. Company, instead of ties and rails, had put down a paved roadway on its land, and that the Alton in addition to the \$20 worth of transportation it was giving to other shippers, furnished horses and wagons to haul the meats from the packing rooms to the Belt line, would it be contended that the Alton could lawfully still further pay the S. & S. Company for the use of the pavement? Or suppose that the S. & S. plant was all under one roof, and that the trolleys which convey carcasses and cuts of meat from one department to another were so arranged that the finished products arrived at the property line adjoining the Belt tracks, could the Alton properly make

an allowance for the use of the trolleys as instrumentalities furnished by the shipper in the transportation of property in interstate commerce? In our judgment, the jury were warranted in find that the tracks in question were plant facilities, as clearly as the supposititious pavement and trolleys would be plant facilities, and not instrumentalities for the Alton's use in discharging its duties to the public.

This decision has been upheld by the Supreme Court of the United States—by an evenly divided bench, it is true, but there can be no doubt that it stands to-day as the law. The doctrine of the case is not hard to find: All shippers and receivers of freight stand on equal terms at the railroad right of way. The shipper who brings his freight to the carrier by means of his own motive power and over his own rails is entitled to no allowance that is not made to the shipper who hauls his freight to the station in an ordinary wagon. The consignee who moves the car consigned to him within his plant before unloading it can claim no allowance that is denied to him who must unload at the railroad terminal. In other words, the carrier can make no allowance of any character to a shipper or receiver for doing what the carrier itself is under no obligation to do. An allowance in the form of additional time is just as unlawful as one in the form of money.

So much for the industrial rule as applied to the industrial plant proper. The status of a minor railroad (and by "minor railroad" we mean a bona fide common carrier—a switching railroad, if you will, employed as an agent of the trunk line) is altogether different from that of an industrial plant. We are impressed with the thought that demurrage rules are not an appropriate means of governing the interchange of cars between carriers. The code starts out with the postulate that cars "held for or by consignors or consignees" are subject to the rules. The enforcement of demurrage rules against a connecting carrier which receives cars for delivery to the actual consignors and consignees is clearly anomalous. The delivery of cars to the switching railroad should be governed by car interchange rules, and demurrage rules should be enforced directly against consignors and consignees through the medium of the local car service association, of which the switching road should be a member. The industrial rule is unquestionably out of place in this connection.

Rule 3.—Computing Time.

Note.—In computing time Sundays and legal holidays (national, state, and municipal) will be excluded. When a legal holiday falls on a Sunday, the following Monday will be excluded.

(a) On cars held for loading time will be computed from the first 7 a. m. after placement on public-delivery tracks.

(b) On cars held for orders time will be computed from the first 7 a. m. after the day on which notice of arrival is sent to consignee. On cars held for unloading time will be computed from the first 7 a. m. after placement on public-delivery tracks and after the day on which notice of arrival is sent to consignee.

(c) On cars containing freight in bond time will be computed from the first 7 a. m. after permit to receive goods is issued to consignees by United States collector of customs.

(d) On cars containing freight subject to state inspection time will be computed from the first 7 a. m. after inspection by state officials.

(e) On cars to be delivered on any other than public-delivery tracks time will be computed from the first 7 a. m. after actual or constructive placement on such tracks. See rule 4 (Notification) and rules 5 and 6 (Constructive placement).

(f) On cars to be delivered on interchange tracks of industrial plants performing their own switching service time will be computed from the first 7 a. m. following actual or constructive placement on such interchange tracks until return thereto. See rule 4 (Notification) and rules 5 and 6 (Constructive placement). Cars returned loaded will not be recorded released until necessary billing instructions are given.

Computing Time.

The rules for computing time are, we believe, simple and susceptible of definite application. The basic principle is that time shall be computed from the first 7 a. m. after placement and due notice. In cases where actual notice is believed to be unnecessary the rules provide that the free time shall run from the first 7 a. m. after placement.

In the draft of rules considered at the public hearing section (b) of rule 3 was followed by a note reading as follows:

When notice is given by mail, time shall be computed from the first 7 a. m. thereafter, provided notice is deposited in United States mail on or before 12 m. of the day it is so deposited. When notice is deposited after 12 m., time shall be computed from the second 7 a. m. thereafter.

In many instances cars are placed for unloading during the night hours, notices being mailed immediately afterwards and reaching consignees the following morning. Under these conditions part of the free time must often elapse before unloading can be commenced. It was believed that this note would insure to the consignee the full unloading time allowed by the rules and

thus remove a cause of frequent complaint. The committee found, however, that it was confronted with the ever-present difficulty. The evil which the note was intended to correct is insignificant in comparison with the mischief which would be caused by its adoption. It is largely impossible for carriers to give consignees notice before noon of the day on which cars arrive, and the note would therefore operate to extend the free time to three and even four days in a very large number of cases. In addition to this a new field for discrimination would be opened up, for influential shippers, in order to gain time, would arrange to have all arrival notices sent to them in the afternoon. Even if these difficulties could be avoided, it would appear that the provision is virtually incapable of satisfactory enforcement. It is not the general practice of the Post-Office Department to stamp mail matter with the hour of deposit, nor is it probable that consignees would willingly accept the hour and date of mailing as placed on the arrival notice by the carriers' agents. The committee decided unanimously to cancel the note, but an effort has been made to effectuate its purpose as far as possible by altering section (b) so as to provide that the free time shall not begin to run until the first 7 a. m. "after the day on which notice of arrival is sent to consignee."

Cars containing freight in bond, as well as cars containing freight subject to state inspection, require a slight modification of the ordinary rule. The United States customs regulations provide that receivers of freight in bond shall enter their goods and pay duties within twenty-four hours after arrival at destination. Any delay in the issue of the permit to receive goods is usually chargeable to the collector of customs. In order that the consignee may not suffer from that delay, the rules provide that time shall be computed from the first 7 a. m. after the permit is issued. For similar reasons we have provided that, on cars containing freight subject to state inspection, time shall be computed from the first 7 a. m. after inspection. A consignee should not be deprived of the full free time by reason of delay chargeable to a state law or the default of a government official. We think it altogether proper that the carrier should bear the burden of these disadvantages.

The regular rule for computing time is inapplicable to the delivery of cars to industries performing their own switching service. Practical considerations make it necessary to stipulate

that time will be computed from the first 7 a. m. after cars are placed on the interchange until return thereto.

The propriety of the concluding sentence of section (f) will not be called in question. Cars returned loaded can not be considered released until the carrier is free to move them. It is therefore necessary to provide that such cars will be charged against the industry until proper billing instructions are given.

Rule 4.—Notification.

(a) Consignee shall be notified by carrier's agent in writing, or as otherwise agreed to by carrier and consignee, within twenty-four hours after arrival of cars and billing at destination, such notice to contain point of shipment, car initials and numbers, and the contents, and, if transferred in transit, the initials and number of the original car. In case car is not placed on public-delivery track within twenty-four hours after notice of arrival has been sent, a notice of placement shall be given to consignee.

(b) When cars are ordered stopped in transit the party ordering the cars stopped shall be notified upon arrival of cars at point of stoppage.

(c) Delivery of cars upon private or industrial interchange tracks, or written notice to consignee of readiness to so deliver, will constitute notification thereof to consignee.

Notification.

There are almost as many different rules for "notice" as there are demurrage codes. The rule which we have adopted appeals to us as being reasonable in its requirements and eminently fair to all interests. It recognizes the consignee's right to a notice in writing, but permits the substitution of any other channel of communication acceptable to the parties. The notice must contain the point of shipment, car initials, number, and contents, and if transferred in transit, the initials and number of the original car. This information is usually sufficient to enable the consignee to identify his shipment and arrange for its disposition. It should be said further that the delivering carrier often has no further data in its possession upon arrival of the car at destination.

The initial discussion of this provision at the public hearing was characterized by a general disagreement as to the sufficiency of the notice contemplated; before the subject was dismissed, however, it seemed to be the consensus of opinion that the rule suggested by the committee would meet all ordinary requirements. As the president of the Ohio Shippers' Association stated; the consignee has usually received from the consignor

an invoice and description of the goods before the car arrives, and an elaborate notice from the carrier is therefore seldom necessary. It will be observed that the rule has been enlarged so as to provide that the notice shall contain the point of shipment. This may impose a certain additional burden upon the carrier, but we think the requirement is in no respect unreasonable.

Placement of cars upon private or interchange tracks should be sufficient notice to the consignee equipped with these facilities, for the reason that such delivery is not made except in response to general or special orders.

It is likewise believed to be unnecessary to require the carrier to give notice of cars placed for loading. The shipper having ordered the car, he will not be taken unawares when it is placed.

Rule 5.—Placing Cars for Unloading.

(a) When delivery of cars consigned or ordered to private or industrial interchange tracks can not be made on account of the act or neglect of the consignee, or the inability of consignee to receive, delivery will be considered to have been made when the cars were tendered. The carrier's agent must give the consignee written notice of all cars he has been unable to deliver because of the condition of the private or interchange tracks, or because of other conditions attributable to consignee. This will be considered constructive placement. See rule 4 (Notification).

(b) When delivery can not be made on specially designated public-delivery tracks on account of such tracks being fully occupied, or from other cause beyond the control of the carrier, the delivery will be made at the nearest available point accessible to the consignee, and the consignee so notified.

Cars for Unloading.

We deem it essential to make provision for constructive placement. It is the practice of certain large industries to permit cars consigned to them to accumulate in the railroad yards and order them to the interchange tracks in such numbers as may suit their convenience. We have in mind an instance where loaded cars consigned to a big steel company were held in the railroad yard for five weeks awaiting orders for placement. The industry was just as responsible for that detention as if the cars had been delayed on its private tracks. The rigorous enforcement of a rule providing for constructive placement will do much to prevent car delay in the iron and steel districts.

Section (b) of this rule has been severely criticised. There seems to be a more or less general conviction that if the public

siding to which a car has been ordered is fully occupied the carrier should not be permitted to make valid delivery at a remote point and compel the consignee to pay demurrage charges if the car is not promptly released. We think this objection springs from a failure to appreciate the precise nature of the rule. Consignees in certain districts have made it a practice to order cars to tracks which they knew to be fully occupied, their purpose being to secure delay and avoid demurrage. Section (b) is intended to relieve this situation. It is altogether an emergency measure—one which we regard as just and salutary. It is not intended to authorize the carrier to make delivery at a point materially distant from the consignee's place of business; the rule expressly provides that delivery shall be made at the nearest "available" point. In an effort to remove all misapprehension, we have added the words "accessible to the consignee." This may meet with objection on the score of indefiniteness, but perhaps that fault is unavoidable. In any event, we think it should be perfectly clear that a consignee whose place of business is at one end of a great city can not be compelled to accept delivery at the opposite extremity some 10 or 15 miles away. That would not be delivery at an "available point," nor "accessible to the consignee." On the other hand, if delivery at the particular team track to which the car has been ordered is impossible, the consignee can not reasonably decline to accept delivery at a yard which is equally accessible, or substantially so.

Rule 6—Cars for Loading.

(a) Cars for loading will be considered placed when such cars are actually placed or held on orders of the consignor. In the latter case the agent must give the consignor written notice of all cars which he has been unable to place because of condition of the private track, or because of other conditions attributable to the consignor. This will be considered constructive placement.

(b) When empty cars, placed for loading on orders, are not used, demurrage will be charged from the first 7 a. m. after placing or tender until released, with no time allowance.

Cars for Loading.

Section (a) of rule 6, providing for the constructive placement of cars for loading, is but the complement of section (a) of rule 5. Section (b) has encountered scattering opposition, but we think it only proper that the shipper who orders cars and fails

to use them should respond in demurrage charges for the period of their detention.

Inability of Connection to Receive.

Rule 7 of the code as originally considered read as follows:

When a railroad is unable to receive cars in switching service tendered by a connection to be placed for delivery, owing to the inability of the consignee to receive, it will promptly notify the line offering, in order that notice may be given the consignor or consignee and other disposition requested. Notice will be promptly given the consignee by the road offering the car and twenty-four hours (one day) allowed the consignee for its disposition.

This is another provision which the committee determined to eliminate because inappropriate in a demurrage code. It would seem that the case should properly be covered by rules governing the relations between carriers.

Rule 7.—Demurrage Charge.

After the expiration of the free time allowed, a charge of \$1 per car per day, or fraction of a day, will be made until car is released.

Demurrage Charge.

We have fixed the demurrage charge at \$1 per car per day, the figure which prevails generally throughout the United States at the present time. From one or two quarters we have been urged to make a reduction in the rate, it being represented that \$1 per day is in excess of the fair rental value of a car. If cars were designed to be employed as storehouses, this contention would be entitled to some weight. It must be remembered, however, that a car is essentially a vehicle. Without cars the carrier's tracks and terminals, its operative force, in short, its complete equipment, would be valueless. Its cars are its active earning agents. Accordingly, in determining the value of a car to the carrier, neither its cost price nor its worth as a warehouse should be taken as the criterion. The only fair standard is its value as an instrumentality of transportation—as an integral part of the railroad system to which it belongs. Viewed from this standpoint, the reasonableness of the standard charge can hardly be challenged, for it is a matter of common knowledge that the average earning capacity of a car is often far in advance of \$1 per day.

We must also bear in mind that the demurrage charge has a further purpose than to recompense the carrier for the use of its equipment; it is intended to compel the prompt release of cars

in order that they may be available for further service. Manifestly any lesser charge than \$1 would have little persuasive force. We are convinced that any reduction from the present rate would be a blow at car efficiency.

Rule 8.—Claims.

No demurrage charges shall be assessed under these rules for detention of cars through causes named below. If, through error, demurrage charges are assessed or collected under such conditions, they shall be promptly canceled or refunded by the carrier.

Causes.

(a) Weather interference:

1. When the condition of the weather during the prescribed free time is such as to make it impossible to employ men or team in loading or unloading, or impossible to place freight in cars, or to move it from cars, without serious injury to the freight.

2. When shipments are frozen so as to prevent unloading during the prescribed free time, or when, because of high water or snowdrifts, it is impossible to get to cars for loading or unloading during the prescribed free time.

(b) Bunching:

1. **Cars for loading.**—When, by reason of delay or irregularity of the carrier in filling orders, cars are bunched and placed for loading in accumulated numbers in excess of daily orders. The shipper shall be allowed such free time for loading as he would have been entitled to had the cars been placed for loading as ordered.

2. **Cars for unloading or reconsigning.**—When, as a direct result of the act or neglect of carriers, cars destined for one consignee, at one point, and transported via the same route, are bunched in transit and delivered in accumulated numbers in excess of daily shipments, claim to be presented to the carrier's agent before the expiration of the free time. The consignee shall be allowed such free time as he would have been entitled to had the cars been delivered in accordance with the daily rate of shipment.

(c) Demand of overcharge:

When the carrier's agent demands the payment of transportation charges in excess of tariff authority.

(d) Delayed or improper notice by carrier:

Note.—When notice has been given in substantial compliance with the requirements as specified by the rules, the consignee shall not thereafter have the right to call in question the sufficiency of such notice unless within twenty-four hours after receiving the same he shall serve upon the delivering carrier a full written statement of his objections to the sufficiency of said notice.

(e) Railroad errors or omissions:

Claims.

Weather Interference.

The propriety of waiving demurrage charges which accrue by reason of inclement weather has been the subject of much controversy. The carrier argues that after a car has been placed, its responsibility is at an end; the consignor or consignee must be charged with the entire period of detention, irrespective of the cause. Inclement weather is simply the shipper's misfortune. It is argued in opposition that the carrier holds itself out to give its patrons a reasonable opportunity to load and unload freight. If untoward weather intervenes, it can not be said that the carrier has allowed such an opportunity—it has been prevented from so doing by causes beyond its control. The shipper should not be held responsible when he is nowise in default.

The common law placed upon the carrier the duty of loading and unloading freight. If it may fairly be said that custom has shifted that responsibility to the shipper and receiver as far as carload freight is concerned, there would seem to be force in the suggestion that conditions which would equally prevent the carrier from loading and unloading should absolve its patrons from liability. We are not to be understood as saying that this conclusion is a necessary legal consequence of the facts stated—we hold only that, in view of those facts, the contention is in every respect reasonable. We think it proper to hold that untoward weather simply prevents the carrier from giving the consignor or consignee an opportunity to load or unload his freight, and that demurrage should not be imposed for delay so occasioned.

The exact limits of the principle involved herein should be carefully noted. It covers car delay which is due to weather conditions and the "Act of God" generally; it applies to car delay for which the government (national, state, or municipal) is responsible. (See sections (c) and (d) of rule 3). In all these cases, it will be observed, loading and unloading would be equally impossible whether the obligation rests upon the carrier or the shipper. The conditions are general, handicapping all alike. On the other hand, the principle does not extend to car delay caused by a strike of the shipper's or receiver's laborers, fire within his plant, or a breakdown of his unloading machinery. In these latter cases we do not have a general condition interfering with the enjoyment of the transportation service, but a

disability personal to the individual shipper or receiver alone. The carrier can not reasonably be expected to bear the burden of personal misfortunes. We repeat that the principle is confined to car detention which is due to general conditions—conditions which may fairly be said to prevent the carrier from giving its patrons a reasonable opportunity to load and unload freight.

While we regard the "weather rule" as legally sound, and are convinced that its omission from the code would entail severe hardship, especially upon the more northern states, we yet confess to an entire lack of enthusiasm for it. We can not blind ourselves to the fact that the "weather rule" and its fellow, the "bunching rule," lend themselves peculiarly to gross abuses. They are employed constantly as pretexts for exempting favored industries from demurrage generally. The small shipper who clamors most insistently for a broad-gauge "weather rule" and an equally liberal "bunching rule" does not realize that he is merely playing the game of his powerful rival. He may save a dollar or two for himself, but the big industry uses the rules as a means of forcing almost unbelievable concessions from tractable railroads. The general public does not appreciate the power wielded over carriers in competitive territory by industries which control a large tonnage. We have in mind a dispute between a carrier and a shipper over a demurrage bill amounting to a very few dollars. The shipper demanded the cancellation of the entire charge; the carrier remitted a portion of the amount, but contended that any further reduction would violate the law. By way of revenge for the carrier's resolute stand the industry diverted its immense tonnage to a competing railroad. In another instance demurrage charges accrued against a great industry in the amount of some \$150,000. Payment being resisted, the carrier finally agreed to cancel the entire charge. This was effected by arbitrarial accrediting part of the amount to "weather interference" and the remainder to "bunching." These are not isolated cases; an unscrupulous industrial traffic manager and a dishonest railroad official need nothing more than wide-open demurrage rules in order to set at naught the law's prohibitions against discrimination. Unfortunately this manipulation can not always be readily detected or punished, the chief obstacle being the impossibility of framing a "weather rule" which can be applied with mathematical precision. Discretion must always enter in. Many rules which

were urged upon the committee were summarily rejected because giving unrestricted play to the discretionary element. Take, for example, the following:

Weather interference within the prescribed free time.

When investigation shows that weather conditions during the free time allowed actually interfere with the unloading of car or cars.

It is hardly necessary to state that these provisions are so elastic that they mean everything or nothing according as one may desire. The point which we are making is further illustrated by the following proposed additions to the rules:

Reasonable allowance will be made in cases of strikes, fire, floods, quarantine, breakdown of machinery, or other conditions beyond control, the allowance to be made after investigation and in accord with the actual conditions surrounding, inclusive of diligent effort on the part of the consignee or consignor to release the cars; the allowances, if possible, to be made in advance of payment of the charges. Where that can not be done, bills should be paid by the consignee or consignor and claims promptly made, to the end that prompt consideration may be given.

Material going into actual construction will be given consideration on the basis of assistance, provided the consignee uses all possible diligence in unloading.

How is a "reasonable allowance" to be determined? What is "diligent effort?" What is meant by "the basis of assistance?" Doubtless these provisions are advocated in all good faith, but it is self-evident that in each of them the personal equation is supreme. It were far better to abandon demurrage rules entirely than to adopt such provisions as the foregoing.

It has been our prime concern to eliminate discretion from the rules so far as possible. We have made a particular effort to phrase the "weather rule" so definitely that it may be applied with at least an approach to uniformity, and are convinced that its interpretation and enforcement will be a matter of no difficulty to the demurrage manager of conscience and determination. It will be observed that the rule is a fairly comprehensive one, and may reasonably be expected to meet the needs of the entire country.

Bunching.

While as previously stated, we would much prefer to omit the "bunching rule" from the code, we think such a course would not be just to the shipping public. Bunching is a real difficulty, for which adequate relief should be provided. Take a case of

a shipper who orders 30 cars for loading, to be placed at the rate of two cars a day. If the carrier fills the entire order on a single day we think the shipper may legally demand such free time as he would have been entitled to if the cars had been placed as ordered. Similarly, if cars under lading are bunched enroute and delivered in accumulated numbers at destination, the consignee may claim such time for unloading as he would have been allowed if the cars had not been bunched.

The rule as carried in the code considered at the public hearing read as follows:

When, as a direct result of the act or neglect of a carrier, cars for one consignee to be unloaded at the same point and transported via the same line are bunched in transit and delivered in accumulated numbers in excess of the total capacity of consignee to unload within prescribed free time, evidence to be presented to the carrier's agent before expiration of the free time. The measure of the capacity of the consignee to unload will be the total number of cars he can unload in one day under normal conditions.

This was defective in that it failed to provide for bunching of cars placed for loading—a defect which has now been corrected. Its most serious fault, however, was the fact that it made it necessary to ascertain the unloading capacity of the consignee. So worded, the rule would have been extremely difficult to apply, for nothing is so indeterminate as “unloading capacity.” Discretion would have been given a free rein and fraud and discrimination would have been the inevitable result. The rule as amended is more comprehensive than the original and far less liable to abuse. It rests, moreover, upon a firmer legal basis, for it gives the consignee just what he is lawfully entitled to, viz, such time for unloading as he would have enjoyed if the carrier had not been in default.

Demand of Overcharge.

A consignor or consignee may lawfully resist the payment of an overcharge, and can not be held responsible for car delay occasioned thereby. If, on the other hand, a correct charge is disputed, the carrier's right to collect demurrage on cars held beyond the free time can not be called in question.

Delayed or Improper Notice.

This provision is designed to protect the consignee from the imposition of demurrage charges when car detention is due to defective notice. The note is intended to prevent the abuse of the provisions. A consignee who has received an imperfect

notice should not be permitted to await his own good season and then claim exemption from demurrage upon the plea of improper notice. We think it reasonable to require him to file his objections within twenty-four hours after notice is received in order that the carrier may have an early opportunity to correct its error.

Railroad Errors or Omissions.

This final section is a general one, covering cases to which the preceding paragraphs may not be specifically applicable. In order to remove all possibility of misapprehension, we take this occasion to state that errors and omissions do not afford a basis for the cancellation of demurrage charges except when car delay is directly chargeable thereto.

Rule 9.—Average Agreement.

When a shipper or receiver enters into the following agreement, the charge for detention to cars, provided for by rule 7, on all cars held for loading or unloading by such shipper or receiver, shall be computed on the basis of the average time of detention to all such cars during each calendar month, such average detention to be computed as follows:

(a) A credit of one day will be allowed for each car released within the first twenty-four hours of free time. A debit of one day will be charged for each twenty-four hours or fraction thereof that a car is detained beyond the first forty-eight hours of free time. In no case shall more than one day's credit be allowed on any one car, and in no case shall more than seven (7) days' credits be applied in cancellation of debits accruing on any one car.

(b) At the end of the calendar month the total number of days credited will be deducted from the total number of days debited, and \$1 per day charged for the remainder. If the credits equal or exceed the debits, no charge will be made for the detention of the cars, and no payment will be made to shippers or receivers on account of such excess of credits, nor shall the credits in excess of the debits of any one month be considered in computing the average detention for another month.

(c) Credits earned on cars belonging to one class of equipment shall not be used in offsetting debits accruing on cars belonging to a different class of equipment. For the purpose of applying this provision, cars shall be deemed to consist of two classes: (1) Box cars, including refrigerator cars; (2) freight cars of all other descriptions.

(d) A shipper or receiver who elects to take advantage of this average agreement shall not be entitled to cancellation or refund of demurrage charges under sections (a) and (b) of rule 8.

(e) A shipper or receiver who elects to take advantage of this average agreement may be required to give sufficient security to the carrier for the payment of balances against him at the end of each month.

Agreement.

To _____ Railroad Company:

In accordance with the terms of rule 9 of the _____ Car Service Association, reading as follows:

(Insert rule 9 in agreement.)

I (or we) do expressly agree with the above-named railroad company that I (or we) will make prompt payment of all car-service charges accruing in accordance with such rule during the continuance of this agreement on cars held for loading or unloading by me (or us) or on my (or our) account at _____ Station of the above-named railroad company. This agreement is to take effect _____, 190—, and to continue until terminated by thirty days' written notice to the railroad company.

Approved and accepted by and on behalf of the above-named railroad company by _____.

The Average Rule.

The fight has raged fiercely around the average or so-called "debit and credit" rule. Its advocates maintain that it is sound on principal and efficient in operation, while its opponents challenge both its legality and its efficiency. Manifestly the rule can not meet with our approval unless we find in its favor on both counts.

At this time it does not seem necessary to consider individually the several types of average demurrage. The same principal underlies each of them, and the soundness of that principle is now to be determined. Under the average rule demurrage is computed upon the basis of the average detention of all cars by a consignor or consignee within a given period, ordinarily a calendar month. For instance, if the average detention of all cars received by a consignee during the month does not exceed the free time allowed by the rule, demurrage is not assessed, even though some of the cars may have been held beyond the free time. The legality of this arrangement is questioned upon the ground that it admits the wholesale principle into transportation, thus preferring the large shipper to the smaller one.

All demurrage rules proceed upon the theory that consignors and consignees shall be allowed such free time as may be reasonably necessary for loading and unloading their shipments. Many industries receive freight in very large consignments, sometimes in veritable train loads, and it is obvious that a reasonable time for unloading a carload is altogether insufficient for unloading a train load. A plant which receives several hundred cars of

raw material in a single day will find it impossible to unload completely within forty-eight hours, even by the use of modern unloading apparatus and the exercise of the utmost diligence. It can not fairly be said that under the straight forty-eight-hour rule the industry enjoys two days for unloading each car of such a shipment—it is in fact allowed only two days for unloading the entire consignment. In order to secure to the industry the regular unloading time on each carload, it is necessary to average the time consumed in unloading the individual cars.

The average rule has been adopted largely in recognition of the fact that all shippers do not operate under the same conditions—that demurrage rules should be so adjusted that all the carriers' patrons may be able to enjoy the transportation service without incurring the demurrage penalty. The assertion is made, and we have no reason to doubt its truth, that under the forty-eight-hour rule not a blast furnace in the United States could avoid heavy demurrage charges, even by putting forth its utmost efforts. The adoption of the average rule, in order to meet such conditions, does not constitute a recognition of the wholesale principle nor a discrimination in favor of the large shipper as against the small. It rather represents an effort to serve the legitimate needs of all.

But this is only a partial explanation of the reasons which have brought the average rule into being. While the rule is peculiarly adapted to the conditions under which the large shipper must conduct his business, it meets a real need of the occasional consignor and consignee. The standard forty-eight hours of free time was fixed some years ago before the larger cars had come into general use. This allowance was more liberal than was ordinarily necessary but in certain cases it was probably no more than adequate. The present-day tendency is distinctly in the direction of larger cars and heavier loading, and there can be little doubt that forty-eight hours is sometimes insufficient to meet actual necessities. The change in conditions demands a change in rules. To extend the free time generally, or even in a substantial proportion of cases, would be a mistaken policy, as we have pointed out in an earlier part of this report. The only alternative is to admit the average principle and permit the shipper to pool his car-time.

The efficiency of average demurrage is attested by substan-

tially all the railroad officials who have worked under the rule. We are assured that car detention has noticeably decreased wherever the average rule has been established. It is represented on the other hand that the straight forty-eight-hour rule was never vigorously enforced until a very late period, and that increased car efficiency under an average rule that is enforced does not argue superiority over a forty-eight-hour rule that was not enforced. This contention is entitled to more than passing consideration, for it is doubtless true that until very recently demurrage rules have been more honored in the breach than in the observance. However, our information convinces us that, properly drawn and properly applied, the average rule does make directly for car efficiency. By offering a premium for every car loaded or unloaded within the first twenty-four hours of free time, it provides the strongest possible incentive to the prompt release of the carrier's equipment—and, after all, this is the chief purpose of demurrage.

Considered in its economic aspects the average principle has certain striking advantages. Let it be supposed that an industry receives a train load of raw material. The string of cars after being shifted into the plant extends for some distance beyond the unloading point. Before unloading can be completed a second train load is brought in and the remaining cars of the first consignment must be moved back to the extreme end of the yard in order to make room for the later arrivals. Under the forty-eight-hour rule demurrage will soon accrue on the older cars unless they are shifted out before the second train load is shifted in—a process that is cumbrous, expensive, and altogether useless. This case is fairly representative, and the difficulty arises in connection with the placement of cars for loading as well as for unloading. The straight forty-eight-hour rule does not fit the situation. The average rule, on the other hand, permits the handling of cars without regard to the exact order of arrival—a distinct economic gain without any loss in car efficiency.

Again, at points where rail and water meet, it is often impracticable to transship by rail in other than train-load lots. A 10,000-ton cargo of ore from northern Michigan destined to a furnace in eastern Pennsylvania can be unloaded into solid train loads at the lake port and carried expeditiously to destination. To subdivide the consignment into small lots would be folly, especially from the railroad point of view. The same observa-

tion is in order with respect to freight imported from foreign countries in cargo lots and transshipped at the port. It is only through the average rule that this economic advantage can be maintained and the consignee be saved from unmerited hardship.

The essential character of the rule which the committee has adopted has already been described; it is simple in all respects and does not require detailed analysis. We desire, however, to call your particular attention to several safeguards against possible abuse. The average principle has been severely criticised upon the ground that it permits the indefinite detention of certain cars, provided sufficient credits have been earned on other cars that have been received. For example, an industry may accumulate a large number of credits by dumping cars loaded with ore immediately after arrival, and thus earn the right to hold box cars indefinitely without fear of demurrage. In order to obviate this possibility, we have provided that in no case shall more than seven days' credits be applied in cancellation of debits accruing on any one car. The wisdom of this stop-clause will probably not be disputed. We have further stipulated that credits earned on cars belonging to one class of equipment shall not be used to offset debits accruing on cars belonging to a different class of equipment. For the purpose of enforcing this rule we have divided cars into two classes:—(1) box cars, including refrigerators, and (2) freight cars of all other descriptions. Further subdivision seems to be unnecessary in order to accomplish the purpose of the rule.

Section (d) is another provision in the efficacy of which we have great faith. The average rule is intended to take care of all bunching and weather difficulties. It is only proper, therefore, to provide that they who operate under the rule shall not be allowed to present claims under the weather and bunching sections.

As a final measure of precaution, we have provided that shippers and receivers may be required to give security for the payment of balances against them at the end of the calendar month.

So constituted and so safeguarded, we believe the rule is susceptible of complete and impartial enforcement and will work to the advantage of the carrier and the shipper alike.

Fifty-Per-Cent-Plus Rule.

Our treatment of the demurrage problem would be incomplete without a reference to the 50-per-cent. plus rate. The rule is effective in Pittsburg territory and adjacent districts and is offered as a substitute for average demurrage. The text of the rule is as follows:

When cars are bunched, because of irregular service of the railroad in transportation, or because of irregular service of the railroad in furnishing cars on orders for loading, and cars are delivered in accumulated numbers, in excess of the reasonable capacity of the consignee to unload within the prescribed time, allowance will be made as follows:

(1) Where consignees can establish a fixed standard of receipts, they are to be rated as to daily capacity, cars to be tendered on form provided, for the information of the consignee, who will be held responsible for the unloading each day of a minimum of one and one-half times the daily consumption. This rule to apply impartially to all consignees.

(2) Where consignees are unable to establish a fixed standard of receipts by an exhibit of their records, investigation shall be made and consideration shall be given in accord with the service performed by the railroad.

The rule has been described as "the bunching rule worked out mathematically," but it is difficult to see wherein mathematical processes have been employed in its construction. It was called into being in an effort to accustom the large iron and steel operations to the discomfort of demurrage rules. It is altogether arbitrary, resting upon no scientific basis; in common with other rules that contravene principle, it is utterly vicious in practical operation.

The first paragraph of the rule apparently provides that when cars are bunched and delivered at destination in accumulated numbers, the consignee shall be required to unload daily a minimum of one and one-half times his consuming capacity. For example, if 200 cars of ore are received in one day by a consignee whose consuming capacity is 50 carloads per day, he will be required to unload at least 75 cars per day; demurrage will be charged if he falls short of that number. The concluding paragraph of the rule is sufficiently nebulous to permit of any practice that the parties may agree upon. However, confining our attention to paragraph No. 1, we observe that its application is dependent upon the ability of the consignee to "establish a fixed standard of receipts." This introduces the baneful discretionary element. The actual practice under the rule at the present time is substantially as follows: The industry notifies the carrier

that it has a certain "fixed standard of receipts." The figure named is accepted by the carrier without question, and the industry is rated accordingly. This "fixed standard" often varies conveniently from day to day and from shipment to shipment with the net result that the industry makes and applies its own demurrage rules. It may be argued that this represents an abuse of the 50-per-cent-plus rule, but the truth is that the rule is inherently incapable of real enforcement. As a condition precedent to the application of the rule, it is necessary to determine "consuming capacity," and this means that each industry is given its individual set of demurrage rules, presumably accommodated to its own particular requirements. Beyond all question this puts the control of demurrage largely in the hands of the industry.

We can not give our sanction to a rule which is unsound on principle, uncertain in meaning, and mischievous in practice. It is doubtless true that the forty-eight-hour rule is not adapted to the needs of the iron and the steel industries in Pittsburgh territory, but this is equally true with respect to the iron and steel operations in other parts of the country. The average rule has fully met the requirements of the large industries of eastern Pennsylvania, and we are convinced that the substitution of the average principle for the 50-per-cent-plus rule in the Pittsburgh district would mark a distinct advance in traffic conditions. The claim is made that the average detention of cars by industries working under the 50-per-cent-plus rule is materially less than one day; in fact, we are cited the case of one industry which has brought its average detention below one-half a day. In view of these facts we feel safe in assuming that the Pittsburgh district will be able to adjust itself without hardship to rules which permit an average detention of two days.

Conclusion.

The movement for uniformity in demurrage rules is a part of the general campaign that is being waged by the state and federal governments against discrimination. Demurrage rules loosely drawn and laxly enforced, constitute one of the last strongholds of those who seek to render the law impotent. We are in a position to state with authority that car service rules are used to no small extent as a means by which favored shippers secure unlawful concessions. In some sections of the country where the failure to enforce demurrage rules has been par-

ticularly notorious the railroads are carrying on their books at the present time uncollected demurrage charges in the amount of hundreds of thousands of dollars. If the fight against this particular form of rebating is to be carried to a successful conclusion, the first requisite is the adoption of strict demurrage rules; the second is the institution of such measures as may be necessary to insure their literal enforcement.

The difficulty of our task must be manifest to you who have had to deal with the relations between shippers and carriers. We can not expect that the result we have reached will be universally acceptable, but we entertain the hope that our report will be adopted by this association with substantially unanimity. Probably no member of the committee is satisfied with every provision of the code, but for the good of the cause we have each of us yielded on individual points confident that time will correct any mistake that may have been made. We have attempted to approach this work not as representatives of localities but as members of a national committee, knowing the needs of our respective states, but representing the country as a whole. In this same spirit we ask your consideration of the rules which we lay before you. If certain provisions, standing alone, can not meet with your unreserved approval, we ask that you view them as related parts of a homogeneous whole. So considered, we think it will be generally conceded that the code preserves to the shipper every right that he can justly assert, while imposing upon the carrier no burden that can be called unreasonable. Confident that these rules will meet the legitimate requirements of the traffic world, we look for your hearty indorsement of our earnest effort to frame a uniform demurrage code."

It must be acknowledged that the foregoing report is the result of much careful study and deliberation, portraying the honest conclusions of a very able committee, and the Railroad Commission of Montana is not prepared to say that its universal adoption would not best serve the interests of all parties thereto, and while this state is allowed under its present rules, seventy-two hours for the unloading of certain commodities, viz., lumber, stulls, lagging, coal, coke, lime, lime rock, and bulk precipitates, we desire to invite your attention to Rule 9 "Average Agreement" of the proposed code, calculated to overcome demurrage accrued on one car, by the prompt release of another. This plan is in operation, and we are informed successfully, in a number

of states, and this Commisison respectfully asks every Montana reader of this report to give the subject of demurrage the careful consideration that it deserves, with a view of determining at a later date whether or not our present code should in any particular be amended.

We are unofficially advised that the proposed code will become effective on interstate traffic January 1st, 1910.

RAILROAD CONSTRUCTION.

Chicago, Milwaukee & Puget Sound Railway.

During the year the Chicago, Milwaukee & Puget Sound Railway Company has completed and put into operation its line west of Lombard, Montana, to the Pacific Coast, adding 319.2 miles to the railroad mileage of Montana.

At this writing there is nothing definite for publication as to the policy of the Company relative to construction of branch lines in the state, but there is little doubt that during the next twelve months various sections of Montana tributary to the new "Milwaukee" road, will be opened up by the building of branch lines into the several adjacent agricultural and stock raising districts. It might be said that the C. M. & P. S. Ry. has just got started in Montana.

The Gallatin Valley Electric Railway.

In the construction of the Gallatin Valley Electric Railway, the citizens of Bozeman and their associates, have added another chapter to the interesting history of the renowned Gallatin Valley. The completion of the Gallatin Valley road gives to the State its first inter-urban line. First conceived by Mr. H. L. Casey, President of the Gallatin Club, in 1907, it was through his efforts that the preliminary survey of the line was completed in the summer of that year. But little was accomplished during the following year owing to the money stringency. In February, of this year, however, an organization was perfected under the leadership of Messrs. C. B. Anderson, George Cox, H. S. Buell, and George Dier, who, with the co-operation of the farmers of the Valley and the citizens of Bozeman, succeeded in financing the road. Contract for construction was let to the Westinghouse-Church-Kerr Company, of New York, and, with much ceremony, that company commenced its work on the twenty-first day of April, 1909, completing the line during the month of September.

This line, eighteen miles in length, extends from Bozeman to Salesville via the Bozeman Hot Springs, operating through one of the richest and most productive agricultural sections of the State. It was formally opened for traffic on September thirteenth, on which day the first passenger train was operated; September twenty-sixth witnessed the first car of freight.

The line is operated from two sub-stations, one at Bozeman

and the other at Bozeman Hot Springs, about twelve miles distant, and secures its power from the Madison River Power Company. Cost of the road and equipment approximately \$300,000.00.

As to the success of the road, the traffic thus far handled indicates that no mistake has been made. During the month of October, practically the first month of operation, the line transported one hundred cars of grain and two thousand passengers between its terminals, to say nothing of the merchandise in small lots.

Rumors are rife as to extensions of the line into other communities and no doubt the ensuing year will see many more miles of Montana's first inter-urban road constructed and in operation.

The Gilmore & Pittsburgh Railroad.

By January, 1910, the citizens of Beaverhead County will probably witness the inauguration of service on the Gilmore & Pittsburgh Railroad. This new Montana-Idaho road extends from Armstead, Montana, where it connects with the Oregon Short Line Railroad, to Gilmore and Salmon City, Idaho, crossing the Continental Divide by what is known as the Bannock Pass to the headquarters of the Lemhi River. Of the one hundred and twenty miles of line, thirty-five will be in Montana. The officers of the Company are: W. A. McCutcheon, President; R. V. Little, Vice-President; J. H. Crehan, Assistant Secretary; all residents of Pittsburgh, Pa.

Great Northern Railway.

Already operation 1371 miles of line in the State, 680 of which might properly be considered branch line, the close of 1909 finds the Great Northern Railway evincing its faith in the State's future by continuing its policy of constructing the lines that furnish the traffic, commonly known as "feeders." This company now has under construction a branch line extending from Bainville to Plentywood, in Valley County, distance 52.81 miles. Grading has been practically completed. Track-laying will begin in the early spring of 1910, and the line will probably be in operation by July next. The maximum grade, in either direction, will be eight-tenths of one percent, and the branch will open up an extensive agricultural district.

Montana Western Railway.

With a comparatively short line, the Montana Western Railway Company adds an important and unique chapter to the history of railroad construction in Montana. This line was constructed during the months of May, June and July, 1909, at the instance of the Conrad Land & Water Company to aid in development and settlement of a large tract of land which that company is engaged in irrigating and which was opened to settlement on October seventh under the Cary Land Act.

Commencing at Conrad, where it connects with the Great Northern Railway, the line extends in a north-westerly direction, in Teton County, to Valier, distance 19.84 miles. The equipment of the road consists of two locomotives, one combination coach and baggage car, three box cars and three flat cars. A telephone line has been constructed between the terminal points, Conrad and Valier for the transaction of Company business. A freight depot has been built at Valier and a brick passenger depot is now in the course of construction. Officers of the Company are: W. S. Cargill, President; A. M. Tourtelotte, Vice-President; W. W. Withee, Secretary and Treasurer; J. McCambridge, Superintendent.

With settlement of the territory between the terminal points, it is the intention of the Company to establish new stations and proper facilities for the transaction of its business.

The officers of the Company are now negotiating with the United States Postal Department, and it is anticipated arrangements will be made to handle the mail.

Northern Pacific Railway.

The Northern Pacific Railway Company, during the year commenced work on its Shields River Branch, and will, probably by January 1, 1910, begin its operation. The terminus of the line is at Potters, located six miles north of Shields and about two miles south of Myersburg post-office. This branch leaves the main line nearly opposite the mouth of the Shields River, in Park County, about six miles east of Livingston, crossing the Yellowstone River at this point on two 150 foot spans of Howe Truss Bridge, and continues along the Shields River a distance of about twenty-three miles.

In addition to the Shields River Branch, construction has commenced on a line in the eastern part of the state. This branch leaves the main line at a point just west of Glendive, crosses

the Yellowstone River on six 200 foot steel spans, on concrete piers, and follows the north side of the Yellowstone river, in a northeasterly direction, for a distance of about forty-five miles. The line will be practically level and devoid of curves greater than two degree.

We are not officially informed as to the ultimate terminus of this line, but believe it is the intention to continue along the Yellowstone River to the junction with the Missouri River, then down the Missouri River Valley intersecting the present main line of the Northern Pacific Railway at Mandan, and continuing south into South Dakota, with the completion of this line to Mandan, a much easier grade would obtain than via the present route and in all probability through freight would move via the new line, which while somewhat longer, would expedite the movement of heavy tonnage by reason of the river grades.

DOCKS AND WHARVES.

Chapter 38, Laws of 1909.

An Act to Provide for the erection of Docks and Wharves on the Navigable Waters within the State of Montana, and to Provide for their Management and Control.

Be it Enacted by the Legislative Assembly of the State of Montana:

Section 1. Any person or persons owning land bordering upon any of the navigable waters within the state of Montana, is hereby granted a license and permit to build docks and wharves over, across and upon the "lands under water" belonging to the State of Montana. Provided, however, that such docks and wharves shall be extended out into such navigable water such distance only as may be necessary to permit any and all boats, steamboats and vessels to safely land thereat and discharge and take on its or their cargoes and passengers.

Section 2. That all docks and wharves built on any of the navigable waters of the State shall be public docks and wharves, and all boats, vessels and steamboats plying such navigable waters shall have a right to land thereat and take on and discharge its or their cargoes and passengers thereon. Provided, however, the owner of such dock or wharf shall have the right to charge and collect from the owner or owners of such boat, steamboat or vessel, a reasonable compensation therefor.

Section 3. The license granted in Section 1 of this Act to build docks and wharves over and upon the lands under the navigable waters of this state, conveys no title in such lands and such license may be revoked by the state of Montana at any time.

Section 4. By the term "land under water" is meant all lands under any navigable waters of this State, extending from high water mark or from the meander line where the shores of lakes or streams have been meandered, to the lake or stream.

Section 5. The Railway Commission of this State shall have jurisdiction over all docks and wharves within the State and have full power to regulate, determine and fix all dockage and wharfage fees.

This act shall take effect and be in full force from and after its passage and approval.

All Acts and parts of Acts in conflict herewith are hereby repealed.

Approved February 27th, 1909.

D. F. Smith, attorney and counsellor at law, Kalispell, Mont., wrote the Commission on April 24th, 1909, stating that Frank Adelbert and some others of Somers, living on the shore of Flathead Lake, desired to construct and maintain a dock or wharf for the purpose of handling freight and passengers; that that portion of the lake where they wished to construct such dock was filled with logs belonging to the Somers Lumber Company, who refused to remove the logs or to permit the navigation of the lake in that section.

(See Opinion of Attorney General, page 21).

There are but three docks of importance on the Flathead Lake; one at Somers 1100 feet water front, owned by the Somers Lumber Company; one at Polson, 200 feet, and one at Dayton, 100 feet long, owned by the Flathead Lake Transportation Company.

The Commission has authorized the following dockage charges for season of 1909:

Lease from Somers Lumber Company to Flathead Lake, Transportation Company for a consideration of \$130.00 per month, the exclusive use of dock owned by the former at Somers, Montana.

Agreement between the Flathead Lake Transportation Company and the Eva B Boat Company \$20.00 per month; between the Flathead Lake Transportation Company and W. M. Cramer, owner of the "Queen" \$1.00 per day; and between the Flathead Lake Transportation Company and the Flathead Lake Navigation Company, owners of the boat "Marry S," \$20.00 per month; all of the above for the privilege of landing and use of docks at Somers.

UNIFORM CLASSIFICATION.

This much discussed and misunderstood subject appears to the Commission to be one in which the readers of the Board's report would probably be interested; and to lay before the citizens of the state such information as is in the hands of the Commission, we devote a few pages to the discussion of this topic.

With the advent of the steam railroad, it became necessary for the managers thereof to inaugurate some system of classifying the various kinds of freight to be accepted for transportation. It was apparent in the early days of railroading, and is now, that chinaware should not be transported for the same rate per one hundred pounds as nails, or other heavy and practically non-brakable articles. - Necessarily, therefore, the railroads were obliged to establish a tariff which would enumerate the articles of freight, and to classify them under certain headings of a limited number.

Railroad construction, once commenced, was carried on in the east and in the southeast, and later in the west. Communication between the three territories was difficult and cumbersome, and no doubt for the traffic managers, or other officers, to have gotten together to bring about some uniform methods of classifying freight would have been next to impossible. The result was, the establishment of three classifications, one for the territory east of Chicago and north of the Ohio River, one for the territory lying east and south of the Ohio River and one for the states west of Chicago and the Ohio River, these classifications varying in many details.

As railroads were built, traffic increased and methods of travel or communication became less cumbersome, and it soon became apparent to the roads forming the three classification organizations that there should be more uniformity in the rules, weights, ratings and other items that make up a classification, and many methods were suggested for uniting the three classifications into one to be applied on all interstate traffic. In 1889, the railroad companies of the east, south and west, joined in a movement to perfect such a classification. Plans were made and worked out and appeared to be satisfactory to all railroads interested. However, when the amalgamation had been solved and the new classification ready for final adoption, an eastern railroad objected

to the publication, resulting in the overthrow of the entire scheme.

Since that time, railroads, shippers and railroad commissions, both state and interstate, have worked with the view of securing a uniform classification. During the administration of President Roosevelt the Interstate Commerce Commission advocated this question and met with ready co-operation from the railroad companies. A committee was appointed by the railroad consisting of three expert classification representatives from each of the three classification organizations. This committee has labored continuously for more than a year. The first idea, we believe, was to have the committee prepare what might properly be termed a National Classification, the same to apply on all interstate traffic, and on intrastate traffic in those states where the local conditions were favorable to its adoption.

When this committee took the subject under consideration, they must have been confronted with the serious obstacle of the Official and Southern Classifications containing different classes and numbers of groupings, known as ratings, than those in the Western Classification. To compromise and establish a new classification, with a different set of groupings than any of the classifications now in effect, would mean the re-publication and revision of the millions of freight tariffs now in existence. For the lines west of Chicago to adopt the groupings or ratings of the eastern and southern lines would mean the revision and republication of all the freight tariffs west of Chicago containing class rates. To do either would, no doubt, mean years of work. In order to overcome this difficulty, it became necessary for the committee to forego the first idea of uniformity and to adopt a substitute. The committee is now working on a unification of the classification rules, descriptions of articles, and minimum carload weights, and instead of having one classification, as has so generally been anticipated, three classifications will be in effect on interstate traffic, but the rules, etc., will be as nearly uniform as it is possible to establish.

As we view it, the great difficulty in arriving at uniformity of the character described, arises from the inevitable hardships that must be entailed either to the shipper or railroad. To change rules of the western Classification to conform with the rules of the Official Classification may, in some instances, favor the shippers of the west, or vice versa; or,

to advance or reduce minimum weights, or to change the regulations governing the packing, creating or boxing of articles, may work to the disadvantage of some and in favor of others.

The Montana Commission has, since its inception, tried to harmonize its views on classification matters so as to avoid a multitude of exceptions to the classification, and in that manner, to enable the railroad companies to have the same classification in effect, in its entirety, as governs on freight traffic in other states of the west. The Board has been of the unanimous opinion that uniformity in classifications is highly desirable and to the best interests of both railroad and shipper, and to that end is willing to do anything it consistently can to bring that result about.

At the twentieth annual convention of the National Association of Railway Commissioners, a committee was appointed for the purpose of looking into and reporting on the question of Uniform Classification. Report of the Committee was submitted to the twenty-first convention, held at Washington, D. C., November 16, 1909, at which this Commission was represented. The report, in substance, recommended "that this convention indorse the idea of a federal law giving the Interstate Commerce Commission authority to prescribe uniformity in classification for interstate traffic, and forbidding carriers making exceptions to or departing from the use of such uniform rules, descriptions, minimum weights, ratings, etc., as may be prescribed by the Commission, except through the medium and means of commodity rates"; and it further appeared to be the consensus of opinion that all state railroad commissions should endeavor, so far as it would be consistent with local conditions and laws, to have such classification adopted for their respective states.

We believe the shippers of the state of Montana will be glad to have action taken that will insure uniformity; we doubt, provided it is necessary for the railroads generally to increase their transportation charges on state or interstate traffic, if the shipping public of Montana, would be in favor of such change unless some corresponding benefits, other than mere unification of rules, weights, etc., would inure to them. When the time arrives for this Board to pass upon the question of adopting a new classification, even though the rules, descriptions and minimum weights be absolutely uniform with those established elsewhere, it will scrutinize such classification with care, and will endeavor to conserve the best interests of the citizens of the state.

SANITARY CONDITIONS ON PASSENGER TRAINS.

At an informal conference held in the offices of the Commission Wednesday, April 7th, 1909, at the request of Dr. Thos. D. Tuttle, Secretary State Board of Health of Montana, there being present in addition to all members of the Railroad Commission and Dr. Tuttle; G. H. Olmstead, Supt., Oregon Short Line, J. M. Davis, Gen'l Supt., Oregon Short Line, G. A. Goodell, Gen'l Supt., Northern Pacific Railway, G. H. Gilman, Master Car Builder, Northern Pacific Railway; F. A. Jones, Supt., Butte, Anaconda & Pacific Railway; F. D. Wilson, D. F. & P. A., Oregon Short Line Railway.; Wm. Wallace Jr., Division Counsel, Northern Pacific Railway; the matter of Rules and Regulations governing sanitary conditions on passenger trains, proposed to be adopted by the State Board of Health, was discussed at considerable length, and a general understanding reached as to the practical application of these requirements.

See "Public Health Laws of the State of Montana, adopted April 1st, 1909."

RAILROAD MAP OF MONTANA.

In 1908, the Commission had compiled a Railroad map of the State, which at that time, was complete in every detail, but owing to the construction of additional branch lines to the larger systems, and the building of a number of independent minor railroads, it is now necessary to have our map revised to bring it up to date. This is now being done and the new issue should be ready for distribution soon after January 1st, 1910.

This map will be issued in folder form, handy to carry in grip or pocket, also mounted for the wall, and all applicants should state which is preferred. Copy will be sent to any one free of charge; write the Commission.

FIRST ANNUAL INSPECTION TRIP.

Due to the advent of the Chicago, Milwaukee & Puget Sound Railway, the building of the Great Northern line from Laurel Junction to Great Falls, and the construction of numerous line changes and grade revisions on practically all lines of railroad within the State, there were many miles of track and many new stations established with which the Commission was unfamiliar, and in order that the members of the Board might have a more complete knowledge of the physical and operating conditions obtaining on the various lines under its jurisdiction, it was thought advisable to make a trip over the entire state in company with the operating and traffic officials of the respective railroads.

Accordingly, commencing July 12th, an inspection trip was made on practically all lines of the Northern Pacific, concluding July 17th, having covered 2219 miles, which includes the Yellowstone Park Railroad on the 14th. Between July 26th and 30th, the entire lines of the Chicago, Milwaukee & Puget Sound Railway, including the Montana Railroad, a total of 1630 miles. The Great Northern was taken next, and leaving Butte, morning of August 30th, all tracks of that company in the state were covered, returning September 4th; distance travelled 2361 miles. The Oregon Short Line and the Butte, Anaconda & Pacific were visited September 22nd and 23rd, 264 and 51 miles respectively. This completed the inspection of the railroads in Montana, except the Chicago, Burlington & Quincy Railroad, which on account of other matters has not yet been reached, but arrangements have been made to go over that line Monday, December 20th.

These inspections in company with the General and Division Superintendents and the highest local representatives of the Traffic Departments afforded the members of the Commission a most excellent opportunity to view the immense amount of work that has been undertaken by the several railroad companies in the way of additional facilities for the handling of their business, and while it was not originally anticipated that a trip of this kind be made each year, so much information was obtained relative to the conditions as they exist in practice, the efforts of the railroad companies to co-operate with their patrons in the matter of station accommodations, team track facilities, stock yards, etc., and the various methods of train movement, that the Commission is unanimous as to the advisability of meeting the railroad people and inspecting the companies' property in a similar manner, at least annually.

MAINTENANCE OF COMMERCIAL SPURS.

In March, 1909, it was brought to the attention of the Commission that at a number of places throughout the state, railroad companies were requiring private parties to pay the cost of maintaining switches and caring for switch lights on industrial or commercial spurs; and that the bills rendered by the railroad companies for this service were largely at variance as to the amount, where the conditions were apparently equal.

Investigation showed that while bills of this nature had been rendered by some of the lines, the practice had been discontinued, except that the Great Northern were making a charge in accordance with Contract (Form 2714) covering tracks to industries, which contains the following clause:

"The party of the second part shall and will, at its own cost and expense, maintain and keep in repair said spur track and the switch lights connected therewith, and shall keep said spur track free and clear of ice, snow and weeds, so as to make the same free and clear for the operation of locomotives and cars thereon."

Under date of October 7th, J. M. Gruber, General Manager of the said Great Northern Railway Company, informs the Commission that after considering this matter fully, it has been decided to eliminate this clause from future agreements, and they will also discontinue rendering bills for the aforesaid service against parties who have already signed said contract.

MAIL CRANES.

Albert G. Klapstein, fireman on Great Northern Train No. 1, while leaning out of cab on engineer's side, was struck on the head by upper arm of mail crane at Gildford, Montana, March 16th, 1909, from which injury he died.

An investigation was made by the Commission to ascertain whether or not the mail cranes on the Great Northern Railway were closer to the track than on other lines, and we find that the clearances from gauge side of nearest rail to extremity of crane arm holding sack are:

Northern Pacific Railway,	4 ft.,	5 inches.
Great Northern Railway,	4 ft.,	5½ inches.
Orégon Short Line R. R.	3 ft.,	9⅞ inches.
C. M. & P. S. Ry	4 ft.,	1½ inches.
Soo Line	3 ft.,	10½ inches.
C. St. P. M. & O.,	3 ft.,	5¼ inches.
Southern Pacific	3 ft.,	7¼ inches.

From the above it will be noted that the greatest clearance is maintained on the line of the Great Northern Railway on which this accident occurred.

ELECTRIC HEADLIGHTS.

Under the caption of "Legal" Part I of this report, we have published in its entirety, Chapter 18, Laws of 1909, an act requiring any person, corporation or company operating a line of railway in the state of Montana, to equip its locomotive engines with electric headlights of not less than 1500 candle power without the aid of a reflector, or other headlights of not less than 1500 candle power without the aid of a reflector, provided, that this act shall not apply to locomotive engines regularly used in the switching of trains; to become effective one year after its passage. Approved February 16th, 1909.

A number of articles have been written in the interest of the railroad companies, purporting to sustain the theory that the use of electric headlights is a menace rather than an additional factor of safety, and in some instances, referring to the act as "Frenzied legislation." A test was made by the Northern Pacific Railway Company at Brisbin, Montana, August 20th, 1909, at which time this Commission was represented, such test as we understand it, being for the purpose of demonstrating that classification signals carried by an engine equipped with an electric headlight and meeting another engine also with an electric headlight, were not sufficiently discernable, and therefore invited danger.

The views of this Board are set forth in the following letter to G. A. Goodell, General Supt., Northern Pacific Railway, dated Sept, 13th, 1909.

"We beg to acknowledge receipt of blue print showing the result of electric headlight test held at Brisbin, Montana, August 20th, 1909.

The Commission discussed this subject upon return to Helena, following the test, and it was the intention to write you, but deferred doing so until we received the report. We are not disappointed in the results as shown.

In the first place, the Montana Electric Headlight Law, enacted by the last session, was the united efforts of railroad employes in train and engine service on the various lines of railroad in the state. The bill was not framed nor agitated in any way by the Railroad Commission, as many suppose, we believe, however, that while the electric headlight has been severely attacked by the railroad companies, and alleged to be responsible for hazard of

accidents, there are many reasons to commend it for general use in road service, **but not in yards.**

Returning to the subject of test on August 20th, and its result as shown on blue print, the Commission agrees that classification signals carried by an engine equipped with an electric headlight, are not discernible at so great a distance as with an ordinary headlight. The question of **distance**, however, is not material so long as the signals are plainly visible to the opposing train, and if thought necessary the signals could be displayed on the pilot beam or about on a line with the running board, from either of which positions they could be seen at a greater distance than as at present, in the glare of the headlight.

As to the distinction of colors, the Commission is not convinced that the electric headlight has the effect of causing a green signal to appear red, etc. Nor do we think it is any more difficult to distinguish colors if well displayed. Noting the blue print it will be observed that many white signals were reported yellow, and vice versa. This is not surprising as a number of the "white" lights displayed had a decided yellow cast, varying in tint, as the lamp was burning high or low; when the latter, showing almost an orange. Test No. 16, was particularly doubtful in this respect. There is, however, little excuse for a railroad man calling a red light white, or a yellow light green, or seeing a blue light where there was no light at all, and it is doubtful if that man could pass the necessary visual examination. There is this to be said in this connection, that when the engine carried two classification signals of different colors, some of the men on the observation platform noted only the color of one light, not expecting that two colors would be displayed, any more than they would expect in practical railroading to meet a train carrying more than one identification color. It should also be taken into consideration that train and engine men know what colors are carried in Montana to designate the class of train met or passed, namely white or green, and it seems to us that introduction of other colors, shades or tints in a test of this kind has no material bearing either on the efficiency of the men to distinguish between white and green, or the use of the electric headlight carrying standard signals. Many train and engine men are positive on standard colors, but could not distinguish tints to which they are not accustomed.

In all fairness to the electric headlight and the railroad com-

panies, this Commission has not yet seen nor read anything to substantiate the contention that the general use of electric headlights is a menace to safety, but on the contrary, while it is true that it is hard to gauge the distance of an approaching train, there are in our opinion many things in its favor, sufficient to commend its general use in road service, particularly the distance at which obstructions on track may be detected, and the train brought to a stand-still before running into a washed out bridge, fallen trees, land slide, cars running out onto the main line, stock, fouled switches, broken rails, malicious mischief, and the many causes of wrecks at night.

Trusting that you will accept the above as the unbiased opinion of the Board on this subject, we beg to remain.

Yours very truly,

THE RAILROAD COMMISSION OF MONTANA.

(Signed) R. F. McLAREN, Secretary.

INDEX

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	Pages
Accidents and Wrecks, Amendment to Order No. 3.....	38
Accidents and Wrecks	159 to 171
Address of the Commission (Rules of Practice)	180
Annual Reports of Railroads	185 to 211
Answers to Complaints (Rules of Practice)	177-182
Application for Re-Hearing (Rules of Practice)	183
Attorney General, Opinions by	14 to 31

B

Baggage delayed in transit	Complaint	127
Bean, D. V.	"	106
Bernice, station service	"	155
Bicycles and baby buggies, excess baggage	"	117
Big Hole Commercial Co.	"	149
Big Horn, Agency		35
Billings Chamber of Commerce, et al	Complaint	134
Billings Milling Co.	"	140
Billing Mutual Heating Co.	"	150
Billings Pressed Brick & Tile Co.	"	119
Bitter Root Valley Irrigation Co.	"	120
Blocking Crossings	"	124
Bozeman Milling Co.	"	146
Brewster, Geo. W.	"	121
Brick, Rates on	"	119-153
Butte, Anaconda & Pacific Railway—		
Capitalization		199
Capital Stock		198
Current Assets and Liabilities		200
Employees and Salaries		209
Funded Debt—Bonds		198
General Balance Sheet		204-205
Important Changes		206
Income Account		201
Incorporation		194
Mileage, etc.		195-197
Operating Revenues		203
Organization		188
Principal Officers		192
Traffic and Mileage Statistics		210
Voting Securities		190
Butte, Passenger train connections	Complaint	155

C

Cabooses, Size and Construction	15-32
Cascade County, Residents of	Complaint 118
Car Service and Demurrage	217 to 260
Castings and Machinery, rates on	Complaint 152

	Pages
Chicago, Burlington & Quincy Railroad—	
Capitalization	199
Capital Stock	198
Current Assets and Liabilities	200
Employes and salaries	209
Funded Debt—Bonds	198
General Balance Sheet	204-205
Important Changes	206
Income Account	201
Incorporation	194
Mileage, etc.	195-197
Operating Revenues	203
Organization	188
Principal Officers	192
Voting Securities ...	190
Chicago, Milwaukee & Puget Sound Railway, Coal Rates.....	83
Chicago, Milwaukee & Puget Sound Railway, Construction	261
Chicago, Milwaukee & St. Paul Railway of Montana—	
Incorporation	194
Mileage, etc	196-197
Principal Officers	192
Organization	188
Voting Securities	190
Clark & Corwin	Complaint 100
Clark, John G.	" 130
Classification, Uniform	267
Classification, Western	64
Class Rates	Complaint 106
Clawson, J. E.	" 137
Clergyman, et al, Reduced Passenger Fares	19
Coal, delayed in transit	Complaint 104
Coal, diverted in transit	" 118
Coal, Overcharge on	" 126
Coal rates, C. M. & P. S. Ry.....	83
Coal rates, Great Northern Ry.....	89
Coal, rates on	Complaint 107-115-116- 117-122-123- 135-136-137- 145-147
Coal rates, Northern Pacific Ry., Y. P. R. R. and Y. P. Ry.....	66
Coal Shortage	Complaint 108
Coke, rates on	" 110
Columbia Falls, passengers delayed	" 147
Commercial Spur Contract	" 111
Commercial Spur, Maintenance of, etc	273
Complaints and Petitions	97 to 157
Complaints, (Rules of Practice)	177 to 181
Compliance with Orders, (Rules of Practice)	180
Connections, Track, intersecting railroads	14-77
Cooper, C. W.	Complaint 142
Contracts, Governing Live stock	13
Cotton Goods, rates on	Complaint 149
Craig Mercantile Co.	" 129
Craig Stock Yards	" 129
Crawford, Elmer E.	" 131
Cream and Milk, Rates on	" 140
Crossings, Road, Blocking	" 124
Cruse, change name	" 131
Cruse, Depot and Agency	" 123
Cruse, Residents of	" 123

RAILROAD COMMISSION OF MONTANA.

281

	Pages
Cut Bank Mercantile Co.	108
D	
Dahne, Arthur .....Complaint	155
Daly, P. F.	103
Darby Extension, Switching	153
Davis, Sewell	107
Delayed passenger trains	6-39
Delay in transit, freight .....Complaint	154
Delay, L. C. L. shipments	105
Delphia, Agency	132
Delphia, Residents of	132
Demurrage and Car Service	217 to 260
Demurrage Refund .....Complaint	119
Docks and Wharves	21-265
Duke, A. B. & Co. ....Complaint	120
E	
Edgar, H. F. ....Complaint	141
Electric Headlight law	1
Electric Headlights	275
Elkhorn, Agency .....Complaint	144
Elkhorn, Citizens of	144
Ellis, E. M.	117
Emigrant Movables, Rate on	111
Excess Baggage	142
Express service, Stevensville, Montana	131
Express Shipments, Alleged overcharge	128
Express Shipments, delayed	100
Express Shipment, Pilfered in transit	150
F	
Farmers Society of Equity .....Complaint	151
Farm Products, Rates on	151
Featherstone, Dr. J. H.	138
Ferbrache Fruit Co.	101
Findings, Regulations and Orders	33 to 96
Fischl, Emanuel .....Complaint	127
Flour, Minimum weight	110
Foreign Corporations	7
Fort Benton, Reporting Trains .....Complaint	143
Franzman Wall Paper Co.	107
Frazer, Agency	133
Fruit, Dried, rate on	148
Fruit, Freight rates on	101
Fruit Jars, Rate on	130
Furs, Lost in transit	101
G	
Gallatin Lumber Company .....Complaint	104
Gallatin Valley Electric Railway, Construction	261
Gilmore & Pittsburgh Railroad Co.	149
Gilmore & Pittsburgh Railroad, Construction	262
Gold Creek, Train Service .....Complaint	142
Goodkind Brothers	146
Gordon, Fred E.	126
Gorman, H. F., et al.	105
Grain Doors and Grain Door Material	26
Grain, Minimum weight .....Complaint	104
Great Falls Board of Commerce	138
Great Falls Iron Works	152

	Pages
Great Northern Railway—	
Capitalization	199
Capital Stock	198
Coal Rates	89
Construction	262
Current Assets and Liabilities	200
Employes and salaries	209
Funded Debt—Bonds	198
General Balance Sheet	204-205
Important Changes	206
Income Account	201
Incorporation	194
Mileage, etc.	195-197
Operating Revenues	203
Organization	188
Principal Officers	192
Traffic and Mileage Statistics	210
Violation Caboose law	32
Voting Securities	190
H	
Hadley, J. C. ....Complaint	99
Hale, I. B.	157
Hand, Horace	148
Hardin Commercial Club	134
Hardin, Train Service	134
Harrison, Unloading Facilities	138
Hay and Straw, Freight Rates	44
Hay and Straw, rates on ....Complaint	121
Hay Balers, Rate on	130
Hazlett, Mrs. I. C.	128
Hearings on Complaints (Rules of Practice)	178
Helena Light & Railway Co. ....Complaint	110
Henningsen Produce Co.	140-156
Hodge, J. S.	109
Holter, A. M. Hardware Co.	154
Horse, Race, Delayed in transit	103
Horses, Overcharge freight rate	121
Hours of Labor	16-26
Household Goods, lost in transit ....Complaint	152
Household Goods, Routing	154
Hysham, Residents of	115
Hysham, Station Facilities	115
I	
Incorporation of Railroads in Montana	194
Industrial Spur Contract ....Complaint	111
Information to Parties (Rules of Practice)	180
Inspection Trip, First Annual	272
Isdell Mercantile Co. ....Complaint	104
Ives & Smith	115-135-136
Ivey, James, et al	133
J	
Jefferson Island, Change Name ....Complaint	116
Jefferson Island, Residents of	113-116
Jefferson Island, Station Facilities	113
Jefferson Lime Company	125
Jefferson, Residents of	133
Jefferson, Station Facilities and Train Service.....	133
Johnson, A. D.	124
Joint Stock Companies	7

	Pages
Joslyn, C. D. ....Complaint	132
Judith Gap, Depot and Agency	105
Judith Gap, Track Connection, Mont. R. R. & G. N. Ry.....	77
K	
Kane, D. J. ....Complaint	116
Keating Gold Mining Co.	143
Kelsey, E. R.	154
Kennan, J. C.	142
L	
Lavina, Track Connections, C. M. & P. S. Ry and Great Northern Ry.....	77
Laws, Railroad, Session 1909	1 to 14
Leather, rates on ....Complaint	120
Legal, Part I	1 to 32
Lewis, Alex ....Complaint	101
Lima Mercantile Co.	106
Lime Rock, Freight Rates	49-52
Lime Rock, Freight Rates ....Complaint	108
Lime Rock, Rates on	125
Live Stock Contracts	13
Lodge Grass, Train Service ....Complaint	144-156
Love, A. L.	126
Lumber, Freight rates on	103-139
Lumber, rate to milling point	127
M	
Machinery and Castings, Rates on ....Complaint	152
Mail cars, Placing in Trains	112
Mail cranes	274
Maps, Railroad, of Montana	271
Maudlow, Team track ....Complaint	146
Medical Aid to Injured Trainmen, etc.....	3
Merrill, P. B. Co. ....Complaint	136
Mileage, all railroads	195-197
Milk and Cream, Rates on ....Complaint	140
Milk cans, empties, express rates	156
Mires, G. N.	110
Monopolies, trusts, etc.	4
Montana Lumber Company ....Complaint	103-139
Montana Mercantile Co.	105
Montana Coal & Iron Co.	118-147
Montana Hard Wall Plaster Co.	124
Montana Western Railway, Construction	263
Montana Railroad—	
Organization	188
Voting Securities	191
Principal Officers	192
Incorporation	194
Important Changes	208
Mileage, etc.	195-197
Capital Stock	198
Funded Debt—Bonds	198
Capitalization	199
Current Assets and Liabilities	200
Income Account	201
Operating Revenues	203
General Balance Sheet	204-205
Employes and salaries	209
Traffic and mileage statistics	210
Mungas, M. ....Complaint	129-148

	Pages
N	
Non-Agency stations .....Complaint	99
Norris Mercantile Co. " "	130
Northern Pacific Railway—	
Construction	263
Organization	189
Coal rates	66
Voting Securities	191
Principal Officers	193
Incorporation	194
Mileage, etc.	196-197
Capital Stock	198
Funded Debt—Bonds	198
Current Assets and Liabilities	200
Capitalization	199
Income Account	201
Operating Revenues	203
General Balance Sheet	204-205
Important Changes	208
Employees and salaries	209
Traffic and mileage statistics	210
Notice of Hearing (Rules of Practice)	182
O	
Oats, overcharge .....Complaint	100
Oats, for seed purposes " "	126
Olive, Train Service " "	141
Opinions Attorney General	14 to 31
Orders, Findings and Regulations	33 to 96
Ore, freight rates, Great Northern Ry.	53
Ore rates .....Complaint	99
Oregon Short Line Railroad—	
Organization	189
Voting Securities	191
Principal Officers	193
Incorporation	194
Mileage, etc.	196-197
Capital Stock	198
Funded Debt—Bonds	198
Capitalization	199
Current Assets and Liabilities	200
Income Account	201
Operating Revenues	203
General Balance Sheet	204-205
Organization of Board	215
Overose, George T. ....Complaint	100
Owl Creek Coal Co. " "	137
P	
Pacific Coast Pole Co. ....Complaint	111
Packing House Products " "	136
Paradise Cut-off, Train Service	27
Parties to Cases (Rules of Practice)	176
Passenger Trains, Reporting when late	6-39
Personal Property of Deceased Persons	8
Personal Injuries and Wrecks	159 to 171
Petitions and complaints	97 to 157
Petzoldt, W. A. ....Complaint	144-156
Pittsburgh & Montana Copper Co. " "	108
Proceedings before the Board	175
Proudfit-Polleys Lumber Company .....Complaint	127

	Pages
Public Sessions, (Rules of Practice	176
Pyrography Wood, rates .....Complaint	107
R	
Railroad Employes, Medical Aid	3
Railway Mail Service .....Complaint	112
Rates, freight, Butte-Toston	143
Rates, freight, Helena-Baker	146
Receivers, Yellowstone Park Railroad	25
Re-Hearings, (Rules of Practice	179
Regulations, Findings and Orders	33 to 96
Reporting Delayed Passenger Trains	6-39
Riverside Land & Live Stock Co.....Complaint	139
Rockvale, Citizens of	109
Rockvale, Station Facilities	109
Rockvale, Station Service	137
Rules of Practice	173 to 183
Rules and Regulations Governing Safety Appliances	10
S	
Safety Appliances	10-57
Safety in Operation	166 to 171
Sanders, S. M. ....Complaint	145
Sands Bros. Dry Goods Co.	150
Sanitary Conditions on Trains	270
Schiffman, J. M. ....Complaint	125
Session Laws of 1909	1 to 14
Shippers (Various) Hay and Straw .....Complaint	121
Silver Fissure Mining Co.	99
Sixteen Hour Law (Hours of Labor)	16
Slater Brick & Tile Co. ....Complaint	153
Somers, Citizens of	145
Somers, Station Facilities	145
Spaulding, Lew W.	152
Spring Creek Coal Co.	117
Spur Track, Billings Mutual Heating Co.	150
Spur Tracks, removal of	22
St. Regis Cut-off, Train service	27
Stevensville Chamber of Commerce .....Complaint	131
Straw and Hay, freight rates	44
Stucco and Plaster of Paris, freight rates	74
Stucco and Plaster of Paris, Rates on .....Complaint	124
Subpoenas (Rules of Practice)	179
Surety Companies	2
Switch Lights, etc., Commercial Spurs	273
Switching charges at industrial spurs .....Complaint	106
Switching at Billings	134
Switching, Helena to Fort Harrison	135
Switching, Billings (Gravel)	140
Switching, South of Hamilton	153
Switzer, Lew	147
T	
Tariffs, regulations to Govern	63
Tariffs	216
Thayer, A. W. ....Complaint	135
Three Forks, Residents of	113
Three Forks, Station Facilities	113
Ties, Rates on	129-149
Ties, diverted in transit	148
Timbers, mine, rates on	125
Town Lumber Co.	119
Towner, W. S.	143

	Pages
Track Connections, Intersecting Railroad	14-77
Train Service, Great Falls-Sand Coulee-Stockett.....Complaint	118
Train Service, Billings-Shelby Junction	138
Train Service, Freight, Laurel-Judith Gap	157
Train Accidents	159 to 171
Trout Creek, Residents of	128
Trout Creek, Depot and Agency	128
Trusts, Monopolies, etc.	4
Tuscor, Residents of	114-141
Tuscor, Loading Spur	114
Tuscor, Train and Station Service	141
U	
Undercharge on freight shipment	16
Undercharge on freight shipment	109
Uniform Classification	267
V	
Vaill, B. E. ..	122
W	
Wagons, rate on	130
Weeksville, Residents of	112
Weeksville, Passenger train service	112
Western Classification	64
Wickes, Depot and Agency	114
Wickes, Residents of	114
Witnesses and Subpoenas, (Rules of Practice)	179
Wharves and Docks	21-265
Wilson, J. W.	111
Wood, Cord and Slab, freight rates	41
Wood, rates on	120-132
Wool, freight rates, including insurance	23
Wool, rates and insurance	139
Woolverton, E. W.	122
Wreck, N. P. Train Extra 2412, July 22, 1909	164
Wreck, G. N. Train No. 1, June 21, 1909	164
Wreck, G. N. Train No. 43, May 30, 1909	163
Wreck, G. N. Train No. 674 and Extra 322, Dec. 28, 1908	162
Wreck, N. P. Train No. 1st 16, July 29, 1909	165
Wreck, N. P. Train 2nd No. 3, Sept. 8, 1909	165
Wreck, N. P. Train No. 4, May 30, 1909	163
Wreck, N. P. Train No. 5, Sept. 5, 1908	161
Wreck, N. P. Train Nos. 16 and Extra 1287, Sept. 25, 1908	162
Wreck, N. P. Train 106, July 11, 1909	164
Wrecks and Accidents	159 to 171
Wrecks and Accidents, Amendment to Order No. 3.....	38
Y	
Yates, Agency	151
Yates, Residents of	151
Yellowstone Park Railroad—	
Capitalization	199
Capital Stock	198
Coal rates	66
Current Assets and Liabilities	200
Funded Debt—Bonds	198
General Balance Sheet	204-205
Income Account	201
Incorporation	194
Mileage, etc.	196-197
Operating Revenues	203
Organization	189
Principal Officers	193
Traffic and Mileage Statistics	210
Voting Securities	191
Yellowstone Park Railway, Coal rates	66

